

## **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; 8.16.17, 11.28.18*

J. Retailer Incentive Payments

1. A \$50,000 incentive will be awarded to the TEL Retailer that sells a jackpot winning Powerball or Mega Millions Drawing-Style Game Play.
2. The TEL will pay a selling bonus of \$5,000 to a Retailer who sells a winning Drawing-Style Game Play (excluding a Play described in subsection 1,

above or a play for a prize won in a Second Chance Drawing) when the prize won is equal to or greater than one million dollars (\$1,000,000).

3. If there are multiple winning Plays sold in Tennessee in a single drawing that qualify for one of the selling bonuses described in this subsection J to be paid, the respective selling bonus will be divided between or among the respective Retailers equally (based on the number of winning Plays sold by each Retailer).

### **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.

*Amended 8.18.21*

4. A player's eligibility to win any prize is subject to the Ticket validation requirements provided in subsection (D) of this section and to any additional Ticket validation requirements specific to a drawing-style game, if any.
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.

*Amended 2/13/17*

G. Game Termination and Prize Claim Period

1. Once an individual game (which is conducted as part of a Drawing-Style Game) closes, tickets can no longer be sold and the individual game ends.
2. 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*

3. 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 \$0.50 PLAY</b>	<b>PRIZES FOR \$1.00 PLAY</b>
Exact Order	\$250	\$500
6-Way Any Order	\$40	\$80
3-Way Any Order	\$80	\$160
6-Way Combination	N/A	\$500
3-Way Combination	N/A	\$500
Exact Order/6-Way Any Order	N/A	\$290 (Exact Order)
		\$40 (Any Order Only)
Exact Order/3-Way Any Order	N/A	\$330 (Exact Order Only)
		\$80 (Any Order Only)

**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 Powerball Grand Prize amount may vary from the advertised amount, except in circumstances where there is a guaranteed Powerball Grand Prize amount as described in Rule 3.1.6.3.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; 8/18/21*

C. A "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 or a Powerball game promotion as described in these Rules. A Powerball Drawing shall determine the winning indicia for the Powerball game and the Power Play multiplier. Winning indicia for the Powerball game include the Winning Numbers drawn for the Powerball game, and the number drawn to determine the Power Play multiplier.

*Amended 10/4/15; 8/18/21*

D. "Computer pick" means the random selection of game play number indicia by the Retailer 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; 9/30/17; 8/18/21*

E. “Double Play Promotion” means an add-on game to the Powerball game as defined in 3.1.6.12 of these Rules.

*Amended 8/18/21*

F. “Double Play Drawing” refers to the formal draw event performed for the selection of the game results that determine the number of winners for each prize level of the Double Play Promotion.

*Amended 8/18/21*

G. “Double Play Plays” shall refer to a purchased wager, as defined in 3.1.6.12 of these Rules, that must be made at the same time a Powerball Play is purchased. Double Play Plays do not include Powerball Plays or Power Play Plays.

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

H. “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 3.1.6.4 (Play Validation) 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*

I “Grand Prize” shall refer to the top prize in the Powerball game.

*Amended: 8/17/11*

J. “Licensee Lottery” shall mean a state lottery or lottery of a governmental unit, political subdivision, or entity thereof that 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 by the Powerball Product Group to sell the Powerball game.

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

*Amended 10/4/15*

L. “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.

M. “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*

N. “MUSL Finance and Audit Committee” shall mean the committing of that name established by the MUSL Board.

*Amended 8/18/21*

O. “Pari-Mutuel” or “pari-mutuel” shall mean wagered funds that are pooled and then paid in equal shares to the winners of a prize as described in these Rules.

*Amended 10/4/15*

P. "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 Product Group 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; 8/18/21*

Q. "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, either manually or by a Computer Pick, and are to be played by a player in the Powerball game. "Power Play" Plays are separately described in 3.1.6.11 of these Rules. "Double Play" Plays are separately described in 3.1.6.12 of these Rules.

*Amended 8/18/21*

R. “Powerball Play or Plays” (aka PB Plays) shall refer to Plays purchased as a wager as part of the Powerball game, as defined in 3.1.6.8 of these Rules, but shall not include Power Play Plays or Double Play Plays.

*Amended 8/18/21*

S. “Power Play” shall refer to Power Play promotion as described in 3.1.6.11 of these Rules.

*Amended 8/18/21*

T. “Power Play Plays” shall refer to Plays purchased as part of the Power Play Promotion described in 3.1.6.11 of these Rules.

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

*Amended 9/30/17*

V. "Play Slip" or "Bet Slip" means a physical or electronic means by which a player communicates his/her intended Play selection to the Retailer as defined and approved by the Selling Lottery.



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

W. “Selling Lottery” or “Participating Lottery” shall mean a lottery authorized by the Product Group to sell Plays, including Party Lotteries and Licensee Lotteries.

*Amended 10/4/15; 10/19/16; 8/18/21*

X. "Set Prize", also referred to as “low-tier prize”, means all prizes, except the Powerball Grand Prize and the Double Play First 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.

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

*Amended 6/25/13*

Z. “Ticketless Transaction” shall include plays sold through subscription, internet or non-standard terminals.

*Amended 3/15/05, 11/3/08, 10/4/15; 8/18/21*

AA. "Winning Numbers" means the game results selected during a Drawing which shall be used to determine winning Plays contained on a game Ticket or Ticketless Transaction.

*Amended 8/18/21*

### **3.1.6.2 GENERAL RULES, INCLUDING PROOF OF PLAY, PLAY CANCELLATIONS, MAXIMUM PURCHASE AND MATRIX CHANGES**

*Amended 10/4/15*

A. Proof of Play. Unless otherwise permitted by a Selling Lottery, a Ticket (subject to the Play Validation requirements set forth in Rule 3.1.6.3) 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 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 Play purchase or of numbers selected. A terminal-produced paper receipt has no pecuniary or prize value and shall not constitute evidence of Play purchase or of numbers selected.

*Amended 3/15/05, 10/4/15; 3/30/19*

B. Cancellations Prohibited; Request for Plays, Returned Plays, Incomplete Transaction Plays, Stolen Plays and Refunds for Game Cancellations.

1. Plays Non-Cancellable. In all instances, a Play recorded on the computer

gaming system (“CGS”) may not be voided or cancelled by returning the Ticket or Ticketless Transaction to the Retailer or to the Selling Lottery, including Tickets that are misprinted, illegible, printed in error, or for any reason not successfully transferred to an authorized selling entity or player.

2. Request for Plays. A Selling Lottery may conduct future sales through a subscription or other system that does not immediately record such sales on the CGS. A “Request for Play” is a sale that is not immediately recorded on the CGS, but is instead recorded onto the CGS at some future time prior to a draw event. At the sole discretion of the Selling Lottery, authorized sales through a subscription or other system which have not been recorded on the CGS (instead recorded as “Request for Plays”), may be cancelled at any time prior to the time the Request for Play is recorded as a Play on the CGS. If a Request for Play is cancelled, it shall not be recorded on the CGS.

Per 3.1.6.2.B.1, once a Play is recorded on the CGS, it may not be cancelled at any time. Any cancelled “Request for Play” shall not be included in the sales data report to MUSL.

3. Returned Plays. To promote good player or Retailer relations, a Selling Lottery, at its sole discretion, may develop a method of compensating players or Retailers for Plays accepted by the Selling Lottery as returned to the Selling Lottery (“Returned Plays”) that are misprinted, illegible, printed in error, future Plays affected by changes in game features by the Selling Lottery or due to game cancellations.

Returned Plays may not be cancelled or voided. Returned Plays are not reported to MUSL.

The Selling Lottery must remit its required prize pool contributions on all Plays accepted as Returned Plays by the Selling Lottery.

Returned Plays may not be claimed for a prize by any person or entity, including the Selling Lottery. Any prizes which would have been won on a Returned Play shall become an unclaimed prize at the end of the prize claim period.

4. Incomplete Transaction Plays. Incomplete Transaction Plays occur when a Retailer begins a Play transaction as requested by a player, and the Play is registered on the CGS, but the transaction is terminated prior to transferring Play confirmation to the player, there is no attempt to print the Play on a

Ticket, and the player has not paid for the Play. Transaction terminations may be due to time sensitivities, communications loss or other issues as accepted by the Selling Lottery.

A Selling Lottery, at its sole discretion, may develop an approved method of managing Incomplete Transaction Plays, subject to these provisions.

Incomplete Transaction Plays may not be cancelled or voided.

The Selling Lottery must remit its required prize pool contributions on any Incomplete Transaction Plays. At its sole discretion, the Selling Lottery may develop a method of compensating Retailers for Incomplete Transaction Plays if Retailers are required to reimburse Selling Lotteries for prize pool contributions.

Incomplete Transaction Plays may not be claimed for a prize by any person or entity including the Retailer. Any prize which cannot be claimed as a prize under this Rule but would otherwise have been won on an Incomplete Transaction Play shall become an unclaimed prize at the end of the prize claim period of the Drawing for which the Incomplete Transaction Play was recorded. Incomplete Transaction Plays are not reported to MUSL.

5. Stolen Plays. Plays reported as stolen from a Retailer that have been recovered cannot be accepted by the Selling Lottery as Returned Plays.

Selling Lotteries may compensate a Retailer for the loss from theft if a Selling Lottery, solely at its discretion, determines to assume such a loss, but Stolen Plays cannot be cancelled or voided.

Ownership of Stolen Plays, and whether any party has a right to claim prizes on Stolen Plays, shall be determined by the rules of the Selling Lottery.

6. Game Cancellation. In the event of cancellation of the Game by the Product Group prior to the occurrence of all Drawings for which Plays have been sold and recorded on the CGS, the Selling Lottery may provide a refund mechanism for such Plays to the players, and the Selling Lottery shall not be required to remit its prize pool contributions for any such refunded Plays.
7. Selling Lotteries Prohibited from Claiming Prizes. Selling Lotteries and lottery officials are prohibited from claiming any prizes on Plays that are owned by the Selling Lottery through “Returned Plays” or otherwise

acquired and held by the Selling Lottery. Any prizes that would otherwise be won on Plays owned or acquired by Selling Lotteries shall become unclaimed prizes at the end of the prize claim period.

*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 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.

*Amended 9/30/17*

E. **Entry of Plays.** Plays may only be entered manually using the Terminal keypad or touch screen, by means of a Play Slip approved by the Selling Lottery or by such other means approved by the Selling Lottery. Retailers shall not permit the use of Play Slips that are not approved by the Selling Lottery. Retailers shall not permit any device to be physically or wirelessly connected to a 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.

*Added 9/30/17*

G. **Maximum Number of Consecutive Drawings.** The maximum number of consecutive drawings for which a single Ticket may be purchased shall be ten (10).

*Amended 8/18/21*

H. **Matrix Changes.** In the event of a matrix change, the Selling Lottery that issued the Ticketless Transaction will determine the option(s) available to Ticketless Transaction purchasers from that Selling Lottery for the balance of Plays remaining on their Ticketless Transactions effective as of the date of the matrix change.

*Amended 8/18/21*

I. **Emergency Rule-making Authority.** Pursuant to the Product Group's fiduciary duties, it may become necessary for the Product Group to adopt rule changes or modifications to protect the integrity of the game in response to an imminent crisis or emergency. Such rule changes or modifications shall take effect immediately, or otherwise as indicated by the Product Group, without prior notification to players or the public.

A rule change or modification adopted pursuant to this Section is effective upon the affirmative vote of three-fourths (3/4) or more of the Member Lotteries casting votes, and shall continue in effect until otherwise determined by the Product Group.

*Amended: 8/17/11; 8/18/21*

### **3.1.6.3 PRIZE PAYMENTS**

*Amended: 10/4/15*

#### **A. Grand Prizes.**

1. Powerball 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 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; 8/18/21*

2. The Powerball Grand Prize available in the Powerball Grand Prize Pool (“GPP”) shall be determined by dividing the funds available in the GPP on a pari-mutuel basis between or among all winning Powerball Plays of the Powerball Grand Prize as described in this Rule 3.1.6.

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*

The annuitized option prize shall be determined by multiplying a winner’s share of the GPP by a process 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.

3. In certain instances announced by the Product Group, the Grand Prize shall be a guaranteed amount and shall be determined pursuant to 3.1.6.3.E.

*Amended 10/4/15*

4. 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*

5. 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 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 or on behalf of the paying 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.
6. 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.
7. 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*

8. 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 Powerball 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 8/18/21*

**B. First Prize for Double Play.**

1. The Double Play First Prize is a fixed, non-annuitized value of \$10 million for each Double Play Drawing.
2. If, in any Double Play Drawing there are no Double Play Plays that qualify for the First Prize category, the portion of the prize fund allocated to such First Prize category shall remain in the First Prize Pool ("FPP") for the next Double Play Drawing.
3. Funds for the payment of a First Prize shall be made available by MUSL for payment by the Selling Lottery on a schedule approved by the Product Group. If necessary, when the due date for the payment of a First Prize occurs before the receipt of funds in the FPP trust sufficient to pay the prize, the transfer of funds for the payment of the First Prize may be delayed pending receipt of funds from the Selling Lotteries participating in the Double Play Promotion. A Selling Lottery may elect to make the First Prize payment from its own funds after validation, with notice to MUSL.

*Amended 8/18/21*

- C. **Set Prizes.** 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; 8/18/21*

- D. Process for 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.

*Amended 10/4/15; 8/18/21*

- E. Powerball Grand Prizes Rounded. Annuitized payments of the Powerball Grand Prize or a share of the Powerball Grand Prize may be rounded to facilitate the purchase of an appropriate funding mechanism. Breakage on an annuitized Powerball Grand Prize win shall be added to the first payment to the winner or winners. Prizes other than the Powerball 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 3.1.6.3.C, breakage resulting from rounding these prizes shall be carried forward to the prize pool for the next Drawing.

- F. Powerball Prize Rollover. If the Powerball 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*

- G. Funding of Guaranteed Powerball Prizes.
1. 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.
  2. 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:
    - (a) 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 Grand Prize winning Plays.



- (b) 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.
- (c) 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.

*Amended 4/8/20*

- 3. Minimum guaranteed prizes or increases may be waived if the alternate funding mechanism set out in Rule 3.1.6.9.C.1(c) becomes necessary. Approval of the Product Group is required to change the guaranteed minimum Grand Prize amounts or minimum increases in the Grand Prize amount. The Product Group may increase, decrease or eliminate the guaranteed minimum Grand Prize amount or any announced minimum Grand Prize increases effective at any time following the next drawing following the action taken by the Product Group.

*Amended 10/4/15; 10/19/16; 8/18/21*

H. Limited to Highest Powerball Prize Won.

- 1. The holder of a winning Powerball Play may win only one prize per Powerball Play in connection with the Winning Numbers drawn for the Powerball game, and shall be entitled only to the prize won by those numbers in the highest matching prize category.
- 2. The holder of a winning Double Play Play may win only one (1) prize per Play in connection with the winning numbers drawn for the Double Play game, and shall be entitled only to the prize won by those numbers in the highest matching prize category.
- 3. A player may win both a Powerball prize and also a Double Play prize if the player purchased the Double Play add-on option to the Powerball Play, and if the Powerball Play and the Double Play Play match the winning numbers drawn for both the Powerball game and the Double Play game.

4. All liabilities for a Powerball prize, a Power Play prize, and a Double Play prize are discharged upon payment of a prize claim.

*Amended 10/4/15; 8/18/21*

- I. Prize Claim Period. Prize claims shall be submitted within the period set by the Selling Lottery selling the Powerball Play and Double Play Play. If no such claim period is established, all Grand Prize claims and Double Play First Win claims shall be made within 180 days after the Drawing date. The prize claim period in Tennessee for all prizes won in the Powerball game, Power Play add-on game and the Double Play add-on game is one hundred eighty (180) days after the Drawing date.

*Amended 8/18/21*

- J. Winner Disclosure. Subject to the laws and regulations of each Participating Lottery jurisdiction, and at the discretion of the Director of each Participating Lottery where disclosure is permitted, the name and community of the winner of a Powerball Grand Prize or Match 5+0 prize will be disclosed in a press conference or in a press release of the Participating Lottery.

*Added 6/25/13*

*Amended 10/4/15; 8/18/21*

#### **3.1.6.4 PLAY VALIDATION FOR POWERBALL AND DOUBLE PLAY**

- A. 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 computer 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.
- B. Under no circumstances will a claim be paid for any prize without an official Ticket (or validly registered Ticketless Transaction) matching all game Play, serial number and other validation data residing in the Selling Lottery's computer gaming system 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.
- C. In addition to the above, in order to be deemed a valid, winning 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 Retailer on official paper stock of the Selling Lottery or otherwise printed in compliance with MUSL Rule 2;
6. The Ticket must not have been stolen, to the knowledge of the Selling Lottery;
7. The Play data must have been recorded on the Selling Lottery's computer gaming system prior to the Drawing and the Play data must match this computer record in every respect. In the event of a conflict between information as printed on the Ticket and as accepted by the Selling Lottery's computer gaming system, the wager accepted by the Selling Lottery's computer gaming system shall be the valid wager;
8. The player or computer pick 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;
9. The Play must not be mis-registered, and the Ticket on which the Play is printed must not be defectively printed or printed or produced in error to an extent that it cannot be processed by the Selling Lottery that issued the Play;
10. In submitting a 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 Selling Lottery that issued the Play;
11. There must not be any other breach of these Powerball Game Rules in relation to the Play that, in the opinion of the Director of the Selling Lottery

that issued the Play, justifies invalidation.

12. The Play must be submitted to the Selling Lottery that issued it.
  13. Ticketless Transaction Plays must meet the validation requirements of the Selling Lottery that issued the Play.
- D. A Play submitted for validation that fails any of the validation conditions shall be considered void, subject to the following determinations:
1. In all cases of doubt, the determination of the Selling Lottery shall be final and binding; however, the Selling Lottery may, at its option, replace an invalid Play with a Play of equivalent sales price;
  2. In the event a defective Ticket is purchased or in the event the Selling 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 Play of equivalent sales price;
  3. In the event a Play is not paid by a Selling Lottery and a dispute occurs as to whether the Play is a winning Play, the Selling Lottery may, at its option, replace the Play as provided in paragraph 1 of this subsection, above. This shall be the sole and exclusive remedy of the Claimant unless the laws or regulations governing the Selling Lottery provide for further administrative review.

*Added 6/25/13*

### **3.1.6.5 TICKET RESPONSIBILITY.**

- A. Prize Claim. 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. Stolen Tickets. The Product Group, the MUSL and the Party Lotteries shall not be responsible for lost or stolen tickets.

*Amended 8/18/21*

- D. Ticketless Transaction. 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 Selling Lottery in accordance with its rules and the person(s) registering the Play shall be the owner of the Ticketless Transaction Play.

*Amended 8/18/21*

- E. The MUSL and the Participating Lotteries shall not be responsible to a prize claimant for Plays redeemed in error by a selling agent, sales agent or retailer.

*Amended 8/18/21*

- F. Winners are determined by the numbers drawn and certified by the independent auditor responsible for auditing the Powerball and Double Play Drawings. MUSL and the Participating Lotteries are not responsible for winning numbers reported in error.

*Added 6/25/13*

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

### **3.1.6.6 INELIGIBLE PLAYERS**

- A. A Play or share for a the Powerball game issued by the MUSL or any of its Selling 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.

*Amended 8/18/21*

- B. 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. A Selling Lottery may prohibit its officers, directors and employees to purchase a Powerball Play(s) or claim a Powerball prize in another jurisdiction, as determined by the Selling Lottery.

*Added 6/25/13*

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

### **3.1.6.7 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 Selling 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.

### **3.1.6.8 POWERBALL GAME DESCRIPTION**

#### **A. Powerball Game**

*Amended 3/15/05, 11/3/08, 8/17/11, 6/25/13, 10/4/15; 8/18/21*

1. Powerball is a five (5) out of sixty-nine (69) plus one (1) out of twenty-six (26) numbers lottery game, drawn every Monday, 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.

*Amended 8/18/21*

2. Powerball Winning Numbers applicable to determine Powerball prizes will be determined in the Powerball Drawing. During the Drawing, five (5) numbers shall be drawn from the first set of sixty-nine (69) numbers, and one (1) number shall be drawn from the second set of twenty-six (26) numbers, which shall constitute the Winning Numbers.
3. To play Powerball, a player shall select (or computer pick) five (5) different numbers, from one (1) through sixty-nine (69) and one (1) additional number from one (1) through twenty-six (26). The additional number may be the same as one of the first five numbers selected by the player.
4. Powerball 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 Powerball Play.
5. Powerball Plays may be purchased from a Selling Lottery approved sales outlet in a manner approved by the Selling Lottery and in accordance with MUSL Rules.

### **3.1.6.9 PRIZE POOL**

*Amended 11/3/08, 6/25/13, 10/4/15, 2/3/16; 3/30/19*

A. Powerball Prize Pool. The prize pool for all Powerball prize categories shall consist of fifty percent (50%) of each Drawing period's Powerball sales, inclusive of any specific statutorily-mandated tax of a Selling Lottery to be included in the price of a Powerball Play, and including contributions to the prize pool accounts and prize reserve accounts; prize pool contribution requirements shall be based on the sales price for a Play as established by the Group, not on the amount collected by the Selling Lottery after deducting for statutorily mandated taxes.

*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 Grand Prize Pool (“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. Licensee Lotteries shall adhere to Rule 3.1.6.9.B.1, 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 Powerball 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.*

*Amended 8/18/21*

- a. The prize money allocated to the Grand Prize category shall be divided on a pari-mutuel basis by the number of Powerball 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, if any;
- (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 circumstance, the money available from the funding sources listed in this rule shall be divided among the winning Powerball 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. Licensee Lotteries shall adhere to Rule 3 3.1.6.9.C.1.c(1)(a) and (1)(b) unless a different process is approved by the Product Group.

*Amended 8/18/21*

**3.1.6.10 PROBABILITY OF WINNING POWERBALL PRIZES**

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

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

### 3.1.6.11 POWERBALL POWER PLAY FEATURE

*Amended 3/15/05, 11/3/08, 10/25/10, 8/17/11, 10/4/15; 8/18/21*

#### 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.

Participating Lotteries may require purchase of the Power Play promotion when a player purchases a Powerball Play.

Power Play is not applicable to the Powerball Double Play Promotion described in 3.1.6.12 of these Rules.

#### B. QUALIFYING PLAY

A qualifying Play is any single Powerball Play for which the player pays an extra dollar (\$1.00) for the Power Play option and that is recorded at the Selling Lottery's computer gaming system as a qualifying Power Play Pay.

*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; 8/18/21*

**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 probability of the possible Power Play number being drawn is set forth in subsection F, below. 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; 3/30/19; 8/18/21*

**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 for the payment of prizes; prize pool contribution requirements shall be based on the sales price for Plays as established by the Group, not on the amount collected by the Selling Lottery after deducting for statutorily mandated taxes:
  - (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 (10X) 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.
2. Licensee Lotteries. Licensee Lotteries shall adhere to Rule 3.1.6.11.E.1 unless a different process is approved by the Product Group.
3. End of Promotion. Any amount remaining in the PPP when the Product Group declares the end of this promotion 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 promotion, or otherwise expended in a manner at the election of the individual Participating Lotteries 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:				
		10X	5X	4X	3X	2X
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; 8/18/21*

**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:**

<b>Power Play</b>	<b>Probability of Prize Increase</b>	
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>	
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 Drawings if all or a portion of it is not needed to pay the Set Prizes awarded in the current Drawing.

*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 Rule G(2)(c), below, 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. Licensee Lotteries shall adhere to Rule 3.1.6.11.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 8/18/21*

### **3.1.6.12 POWERBALL DOUBLE PLAY PROMOTION**

#### A. Powerball Double Play Promotion Description

1. Powerball Double Play Overview. The Powerball Double Play Promotion (“DP” or “Promotion”) is an add-on to the Powerball game, and participation by a Lottery is optional. Players must purchase an official Powerball ticket to participate in the Powerball Double Play Promotion.

The Powerball Double Play Promotion offers players a second chance to win a new set of prizes, using the same numbers the player selected (manually or by Computer Pick) for their Powerball Play. The Double Play Drawing is a separate drawing which takes place after the official Powerball Drawing, conducted by and in accordance with the Product Group approved Draw Procedures.

Selling Lotteries may choose when to start and end the Powerball Double Play Promotion.

The Powerball Double Play Promotion is an additional add-on to the Powerball game, and does not replace or alter Power Play. Power Play is not available with the Powerball Double Play Promotion. The Powerball Double Play Promotion Prizes will not be multiplied or increased by the Power Play Promotion.

The Powerball Double Play Promotion is conducted in accordance with the Powerball Double Play Promotion rules and Selling Lottery rules. All rules

applicable to the Powerball Game in this Rule 3.1.6 are applicable to the Powerball Double Play Promotion unless otherwise indicated.

Powerball prizes and Double Play prizes are determined separately; for example, a Powerball player who chooses to participate in Double Play may win both a Double Play prize and a Powerball prize, if their Play numbers match the Powerball Winning Numbers and also match the Double Play Winning Numbers.

Participating Lotteries may require purchase of the Double Play Play when a player purchases a Powerball Play.

2. How the Powerball Double Play Promotion Works. The Powerball Double Play Promotion is a five (5) out of sixty-nine (69) plus one (1) out of twenty-six (26) lottery game, drawn on the day(s), time(s) and location(s) as determined by the Powerball Product Group, and which pays a single payment First Prize.
3. Double Play Winning Numbers. Double Play Winning Numbers applicable to determine Double Play prizes will be determined on the day(s), time(s) and location(s) as determined by the Powerball Product Group. During the Double Play drawing event, five (5) numbers shall be drawn from the first set of sixty-nine (69) numbers, and one (1) number shall be drawn from the second set of twenty-six (26) numbers, which shall constitute the Double Play Winning Numbers.

Powerball Winning Numbers shall not be used to determine Double Play prizes. Double Play Winning Numbers shall not be used to determine Powerball prizes.

4. Double Play Requirements. To play Double Play, players must purchase an official Powerball Ticket. For an additional one dollar (\$1.00), players may purchase a Double Play Play at the same time the Powerball Ticket is purchased. Double Play Play numbers shall be the same as the numbers the player selected (manually or Computer Picked) for their Powerball Play. The one dollar (\$1.00) purchase price for a Double Play Play shall include any specific statutorily-mandated tax of a Selling Lottery to be included in the price of a lottery Play.
5. Purchases. 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.

6. Tickets and Ticketless Transactions. Selling Lotteries may determine whether the Double Play Plays are printed on the same Ticket as a Powerball Ticket, or on a Ticket separate from the Powerball Ticket.

If a Selling Lottery determines that the Double Play Play may be on a separate Ticket than the Powerball Ticket, under no circumstances will a claim be paid for a Double Play prize without having first purchased an official Powerball Ticket for the same Drawing.

If the Double Play is on a separate Ticket, then that Ticket must match all of the game play, serial number and other validation data residing in the Selling Lottery's computer gaming system ("CGS") and such Ticket shall be the only valid proof of the wager placed and the only valid receipt for claiming or redeeming such prize.

If the Double Play Play is purchased as a Ticketless Transaction, the Selling 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.

## B. Prize Pool

1. Double Play Prize Pool. The prize pool for all prize categories offered by the Selling Lotteries shall consist of fifty-five percent (55%) 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 lottery Powerball Play, and inclusive of contributions to the prize pool accounts, but may be higher or lower based upon the number of winners at each prize level. Prize pool contribution requirements shall be based on the sales price for Plays as established by the Product Group, not on the amount collected by the Selling Lottery after deducting for statutorily mandated taxes.
2. Double Play Prize Pool Accounts and Prize Reserve Account. The Product Group shall set the contribution rates to the prize pool and prize reserve accounts established by this rule.
  - a. Reserved.
  - b. The following prize pool accounts for the Powerball Double Play

Promotion are hereby established:

- (i) The First Prize Pool (“FPP”), which is used to fund the First Prize and fund deficiencies in the Double Play Set Prize Pool (“DPSPP”). Any monies not used to pay a First Prize may be used to fund deficiencies in the DPSPP as needed. Any funds not used to pay a First Prize or fund deficiencies in the DPSPP shall accumulate in this pool until such time as funds are needed to pay a First Prize or fund deficiencies in the DPSPP; and
  - (ii) The DPSPP is used the fund the Double Play Set or Lower Tier Prizes. The DPSPP shall hold the temporary balances that may result from having fewer than expected winners in the Double Play Set Prize categories. The source of the DPSPP is the Selling Lottery’s weekly prize contributions less actual Double Play Set Prize liability.
- c. Reserved.
- d. The contribution rate to the FPP from Double Play Plays shall be four and nine thousand eight hundred and eighty-nine ten thousandths percent (4.9889%) of sales.
- e. Reserved.
- f. The Product Group may determine to expend all or a portion of the funds in the DPSPP:
- (i) for the purpose of indemnifying the Selling Lotteries in the payment of prizes to be made by the Selling Lotteries; and
  - (ii) for the payment of prizes or special prizes in the game, limited to prize pool contributions from lotteries participating in the special prize promotion.
- g. Reserved.
- h. Reserved.
- i. Reserved.

3. Licensee Lotteries. Licensee Lotteries shall adhere to Rule 3.1.6.12.B.2, unless a different process is approved by the Product Group.

C. Expected Prize Payout Percentages. The First Prize payout shall be determined on a pari-mutuel basis. All Double Play prizes shall be paid as single payment prize. Except as otherwise provided in this Rule 3.1.6, all prizes other than the First Prize are set prize amounts. All prize payouts are made with the following expected prize payout percentages, although the prize payout percentages per draw may vary:

Number of Matches Per PB Play	Prize Payment	Prize Pool Percentage Allocated to Prize	Sales Percentage Allocated to Prize
All five (5) of first set plus one (1) of second set (First Prize)	\$10,000,000	9.0707%	4.9889%*
All five (5) of first set and none of second set.	\$500,000	7.7780%	4.2779%
Any four (4) of first set plus one (1) of second set.	\$50,000	9.9558%	5.4757%
Any four (4) of first set and none of second set.	\$500	2.4889%	1.3689%
Any three (3) of first set plus one (1) of second set.	\$500	6.2721%	3.4497%
Any three (3) of first set and none of second set.	\$20	6.2721%	3.4497%
Any two (2) of first set plus one (1) of second set.	\$20	5.1850%	2.8517%
Any one (1) of first set plus one (1) of second set.	\$10	19.7677%	10.8722%
None of first set plus one (1) of second set.	\$7	33.2097%	18.2653%

\* The maximum contribution rate may include contributions to the Prize Pool Accounts as described in these rules.

1. The First Prize amount shall be divided equally by the number of Double Play Plays winning the First Prize. If no Plays match the Double Play Winning Numbers as described above, the Double Play First Prize will not be awarded, and remains at ten million dollars (\$10,000,000).

2. The DPSPP (for payment of single payment prizes of five hundred thousand dollars (\$500,000.00) or less) shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the Double Play Set Prizes awarded in the current Double Play draw.

3. Pari-mutuel Prize Determinations Applicable to Participating Lotteries.

a. Except as otherwise provided for in Rule 3.1.6.12.C.3:

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

- (a) the amount available in the DPSPP if any;
  - (b) an amount from the FPP, if available; and
  - (c) other amounts as agreed to by the Product Group in its sole discretion.
- (ii) If, after these sources are depleted, there are not sufficient funds to pay the Double Play Set Prizes, then the highest Double Play Set Prize shall become a pari-mutuel prize. If the amount of the highest Double Play Set Prize, when paid on a pari-mutuel basis, drops to or below the next highest Double Play Set Prize and there are still not sufficient funds to pay the remaining Double Play Set Prizes awarded, then the next highest Double Play Set Prize shall become a pari-mutuel prize. This procedure shall continue down through all Double Play Set Prize levels, if necessary, until all Double Play Set Prize levels become pari-mutuel prize levels. In that circumstance, the money available from the funding sources listed in this Rule shall be divided among the winning Double Play Plays in proportion to their respective prize percentages.
- b. Reserved.
4. Subject to the laws and rules governing each Selling 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 Product Group, for promotional purposes. Such change shall be announced by the Product Group.
- D. Probability of Winning Double Play Prizes. The following table sets forth the probability of winning and the probable distribution of winners in and among each prize category for Powerball Double Play Plays sold by Selling Lotteries, based upon the total number of possible combinations of Powerball Double Play.

Number of Matches Per a Double Play Play	Probability Winners	Distribution Probability	Probable/Set Prize Amount
All five (5) of first set plus one (1) of second set	1	1:292,201,338	First Prize
All five (5) of first set and none of second set	25	1:11,688,053.52	\$500,000.00
Any four (4) of first set plus one (1) of second set	320	1:913,129.1813	\$50,000.00
Any four (4) of first set and none of second set	8,000	1:36,525.1673	\$500.00
Any three (3) of first set plus one (1) of second set	20,160	1:14,494.1140	\$500.00
Any three (3) of first set and none of second set	504,000	1:579.7646	\$20.00
Any two (2) of first set plus one (1) of second set	416,640	1:701.3281	\$20.00
Any one (1) of first set plus one (1) of second set	3,176,880	1:91.9775	\$10.00
None of first set plus one (1) of second set	7,624,512	1:38.3239	\$7.00
Overall	11,750,538	1:24.8671	

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

### **3.1.7 DESCRIPTION OF PICK 5 GAME PROCEDURE**

*Repealed October 1, 2010; See 3.1.15 Tennessee Cash.*

*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”, “4231”). 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 \$0.50 PLAY	PRIZES FOR \$1.00 PLAY
Exact Order	\$2,500	\$5,000
4-Way Any Order	\$599	\$1,198
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	\$3,099 (Exact Order/Any Order)
		\$599 (Any Order Only)
Exact Order/6-Way Any Order	N/A	\$2,900 (Exact Order/Any Order)
		\$400 (Any Order Only)
Exact Order/12-Way Any Order	N/A	\$2,700 (Exact Order/Any Order)
		\$200 (Any Order Only)
Exact Order/24-Way Any Order	N/A	\$2,600 (Exact Order/Any Order)
		\$100 (Any Order Only)
4-Way Combination	N/A	\$5,000
6-Way Combination	N/A	\$5,000
12-Way Combination	N/A	\$5,000
24-Way Combination	N/A	\$5,000

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>	<u>Cash 3</u>			
	<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**

*Repealed January 29, 2010; See 3.1.15 Tennessee Cash*

*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
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 Odds<sup>1</sup>:</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; 10/31/17*

A. “Advertised Grand Prize”. “Advertised Grand Prize” shall mean the estimated annuitized Grand Prize amount as determined by the Mega Millions Finance Committee 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 6/25/13; 10/18/17*

F. "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 and validly registered Ticketless Transaction Play.

*Amended 10/18/16*

G. "Jackpot" or "Grand Prize" shall refer to the top prize in the Mega Millions game.

*Amended 10/31/17*

H. "Just the Jackpot™ Plays" or "JJ Plays" shall refer to a purchased wager which includes two (2) JJ plays as part of the as part of the Just the Jackpot promotion described in 3.1.14.11 of these Rules.

*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.

*Amended 10/31/17*

K. "Mega Millions Plays" or "MM Plays" shall refer to Plays purchased as part of the Mega Millions game, but shall not include Just the Jackpot Plays or Megaplier Plays.

*Amended 10/31/17*

L. "Megaplier" means the Megaplier Promotion described in 3.1.14.10 of these Rules.

*Amended 10/31/17*

M. "Megaplier Plays" shall refer to Plays purchased as part of the Megaplier Promotion described in 3.1.14.10 of these Rules.

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

O. "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; 10/31/17*

- P. “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 Lotteries.

*Amended 3/29/13*

- Q. "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; 10/31/17*

- R. "Play" means a set of six (6) numbers, the first five (5) from a field of seventy (70) numbers and the last one (1) from a field of twenty-five (25) 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. Each Play is played separately in determining matches to Winning Numbers and prize amounts. As used in these Rules, unless otherwise specifically indicated, “Play” includes both Mega Millions Plays and Just the Jackpot Plays. “Megaplier Plays” are separately described in 3.1.14.10 of these Rules.

*Amended 10/31/17*

- S. “Play Slip” or “Bet Slip” means a physical or electronic means by which a player communicates their intended play selection to the Retailer as defined and approved by the Selling Lottery.

- T. “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*

- U. "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; 10/31/17*

- V. “Terminal” means a device authorized by a Party Lottery to function in an on-line, interactive mode with the lottery’s computer 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*

- W. “Ticketless Transaction” shall include Plays sold through subscription, internet or non-standard terminals.

*Amended 10/18/16*



- X. "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; 10/18/16; 10/31/17*

- A. Mega Millions is a five (5) out of seventy (70), plus one (1) out of twenty-five (25), 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.

*Amended 10/31/17*

- B. 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 Lotteries. During the drawing event, five (5) numbers shall be drawn from the first set of seventy (70) numbers, and one (1) number shall be drawn from the second set of twenty-five (25) numbers, which shall constitute the Winning Numbers.

*Amended 10/22/13; 10/18/16; 10/31/17*

- C. To play Mega Millions, a player shall select (or computer pick) five (5) different numbers, from one (1) through seventy (70) and one (1) additional number from one (1) through twenty-five (25). 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; 10/31/17*

- D. MM Plays can be purchased for two dollars (\$2.00) 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; 10/31/17*

- E. 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 Play purchase or of numbers selected.

*Amended 10/22/13; 10/18/16; 4/2/19*

F. Cancellations Prohibited; Request for Plays, Returned Plays, Incomplete Transaction Plays, Stolen Plays and Refunds for Game Cancellations.

1. Plays Non-Cancellable. In all instances, a Play recorded on the CGS may not be voided or cancelled by returning the ticket or ticketless transaction to the Retailer or to the Selling Lottery, including tickets that are misprinted, illegible, printed in error, or for any reason not successfully transferred to an authorized selling entity or Player.
2. Request for Plays. A lottery may conduct future sales through a subscription or other system that does not immediately record such sales on the CGS. A “Request for Play” is a sale that is not immediately recorded on the CGS, but is instead recorded onto the CGS at some future time prior to a draw event. At the sole discretion of the lottery, authorized sales through a subscription or other system which have not been recorded on the CGS (instead recorded as “Request for Plays”), may be cancelled at any time prior to the time the Request for Play is recorded as a Play on the CGS. If a Request for Play is cancelled, it shall not be recorded on the CGS.

Per 3.1.4.2.F.1, once a Play is recorded on the CGS, it may not be cancelled at any time. Any cancelled “Request for Play” shall not be included in the sales data report to MUSL.

3. Returned Plays. To promote good Player or Retailer relations, a Selling Lottery, at its sole discretion, may develop a method of compensating Players or Retailers for Plays accepted by the Selling Lottery as returned to the Selling Lottery (“Returned Plays”) that are misprinted, illegible, printed in error, future Plays affected by changes in game features by the Selling Lottery or due to game cancellations.

Returned Plays may not be cancelled or voided. Returned Plays are not reported to MUSL.

The Selling Lottery must remit its required prize pool contributions on all Plays accepted as returned Plays by the Selling Lottery.

Returned Plays may not be claimed for a prize by any person or entity, including the Selling Lottery. Any prizes which would have been won on

a Returned Play shall become an unclaimed prize at the end of the prize claim period.

4. Incomplete Transaction Plays. Incomplete Transaction Plays occur when a Retailer begins a Play transaction as requested by a Player, and the Play is registered on the CGS, but the transaction is terminated prior to transferring Play confirmation to the Player, there is no attempt to print the Play on a ticket, and the Player has not paid for the Play. Transaction terminations may be due to time sensitivities, communications loss or other issues as accepted by the Selling Lottery.

A Selling Lottery, at its sole discretion, may develop an approved method of managing Incomplete Transaction Plays, subject to these provisions.

Incomplete Transaction Plays may not be cancelled or voided.

The Selling Lottery must remit its required prize pool contributions on any Incomplete Transaction Plays. At its sole discretion, the Selling Lottery may develop a method of compensating Retailers for Incomplete Transaction Plays if Retailers are required to reimburse Selling Lotteries for prize pool contributions.

Incomplete Transaction Plays may not be claimed for a prize by any person or entity including the Retailer. Any prize which cannot be claimed as a prize under this Rule but would otherwise have been won on an Incomplete Transaction Play shall become an unclaimed prize at the end of the prize claim period of the drawing for which the Incomplete Transaction Play was recorded. Incomplete Transaction Plays are not reported to MUSL.

5. Stolen Plays. Plays reported as stolen from a Retailer that have been recovered cannot be accepted by the Selling Lottery as Returned Plays.

Selling Lotteries may compensate a Retailer for the loss from theft if a Selling Lottery, solely at its discretion, determines to assume such a loss, but Stolen Plays cannot be cancelled or voided.

Ownership of Stolen Plays, and whether any party has a right to claim prizes on Stolen Plays, shall be determined by the rules of the Selling Lottery.

6. Game Cancellation. In the event of cancellation of the Game by the Product Group prior to the occurrence of all drawings for which Plays have been

sold and recorded on the CGS, the Selling Lottery may provide a refund mechanism for such Plays to the Players, and the Selling Lottery shall not be required to remit its prize pool contributions for any such refunded Plays.

7. Selling Lotteries Prohibited from Claiming Prizes. Selling Lotteries and lottery officials are prohibited from claiming any prizes on Plays that are owned by the Selling Lottery through “Returned Plays” or otherwise acquired and held by the Selling Lottery. Any prizes that would otherwise be won on Plays owned or acquired by Selling Lotteries shall become unclaimed prizes at the end of the prize claim period.

*Amended 10/18/16*

- G. 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.

*Amended 10/31/17*

- H. Plays may only be entered manually using the Lottery Terminal keypad or touch screen or by means of a Play Slip as approved by the Party Lottery or by such other means as approved by the Party Lottery. Retailers shall not permit the use of Play Slips that are not approved by the Party Lottery. Retailers shall not permit any device to be physically or wirelessly connected to a Lottery Terminal to enter Plays, except as approved by the Party Lottery.

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

- I. 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; 10/31/17*

- J. Except for a Ticketless Transaction Play purchase when the Party Lottery has a process in place to allow players to make changes to their Play purchases in the event of a game change, 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 when the Party Lottery has a process in place to allow players to make changes to their Play purchases in the event of a game change is one hundred four (104). The maximum number of consecutive drawings on a single ticket purchase shall be ten (10).

*Amended 10/31/17*

- K. In the event of a matrix change, the Party Lottery that issued the Ticketless Transaction will determine the option(s) available to Ticketless Transaction purchasers from that party Lottery for the balance of the Plays remaining on their Ticketless Transactions effective as of the date of the matrix change.

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

### **3.1.14.3 PRIZE POOL**

*Amended 10/31/17*

- 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 MM 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; 10/31/17*

- 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, to fund deficiencies in the Set-Aside Pool, and to fund pari-mutuel prize deficiencies as defined and limited in 3.1.14.3.C.3(a)(1) and 3.1.14.10.G(2)(1)(1).
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 from MM Plays shall be 37.6509% 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; 10/31/17*
- C. **Expected Prize Payout Percentages.** The Grand Prize payout shall be determined on a pari-mutuel basis. Except as otherwise provided in these rules all other prizes awarded by Party Lotteries shall be paid as single payment prizes. All prize payouts are made with the following expected prize payout percentages, that does not include any additional amount contributed to or 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>MM Prize Pool Percentage Allocated to Prize</u>
All five (5) of first set plus one (1) of second set.	Grand Prize	75.3018%*
All five (5) of first set and none of second set.	\$1,000,000	7.9319%
Any four (4) of first set plus one (1) of second set.	\$10,000	1.0742%
Any four (4) of first set and none of second set.	\$500	1.2889%
Any three (3) of first set plus one (1) of second set.	\$200	1.3749%
Any three (3) of first set plus none of second set.	\$10	1.6498%
Any two (2) of first set plus one (1) of second set.	\$10	1.4436%
Any one (1) of first set plus one (1) of second set.	\$4	4.4752%
None of first set plus one (1) of second set.	\$2	5.4597%

\* The Grand Prize shall include the MM Prize Pool percentage allocated to the Grand Prize combined with JJ Prize Pool percentage allocated to the Grand Prize.

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

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

*Amended 10/22/13; 10/18/16; 10/31/17*

2. The 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 MM 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.

*Amended 10/31/17*

#### **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 for MM Plays sold by Party Lotteries, based upon the total number of possible combinations in Mega Millions.

Number of Matches Per MM Play	Probability of Winners	Distribution Probability*
All five (5) of first set plus one (1) of second set	1	1: 302,575,350
All five (5) of first set and none of second set	24	1: 12,607,306
Any four (4) of first set plus one (1) of second set	325	1: 931,001
Any four (4) of first set and none of second set	7,800	1: 38,792
Any three (3) of first set plus one (1) of second set	20,800	1: 14,547
Any three (3) of first set and none of second set	449,200	1: 606
Any two (2) of first set plus one (1) of second set	436,800	1: 693
Any one (1) of first set plus one (1) of second set	3,385,200	1: 89
None of first set plus one (1) of second set	8,259,888	1: 37
Overall	12,610,038	1: 24

\* Numbers rounded to nearest whole number.

### 3.1.14.5 PRIZE PAYMENT

#### A. Grand Prize

*Amended 10/22/13; 10/18/16; 10/31/17*

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 MM Plays or JJ Plays were sold, will be divided equally among all Grand Prize winning MM Plays or JJ 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; 10/31/17*

3. If in any Mega Millions drawing there are no MM Plays or JJ 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.

*Amended 10/31/17*

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 Mega Million Lotteries.

*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; 10/31/17*

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 Play, 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 10/31/17*

10. 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 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 Plays, 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; 10/31/17*

D. Reserved.

*Amended 3/29/13; 10/18/16; 10/31/17*

E. **Limited to Highest Prize Won.** The holder of a winning MM 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. A JJ Play is not eligible to win non-Grand Prizes/non-Jackpot prizes. 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 Plays sold through its computer 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; 10/31/17*

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 computer gaming system 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; 10/31/17*

C. In addition to the above, in order to be deemed a valid, winning 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 or otherwise printed in compliance with MUSL Rule 2;
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 computer gaming 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's computer gaming system, the wager accepted by the Party Lottery computer gaming system shall be the valid wager;
9. The player or computer pick 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, and the Play's ticket must not be 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 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.

*Amended 10/31/17*

D. A 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 Play shall be final and binding; however, the Party Lottery may, at their option, replace an invalid Play with a Play 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 Play of equivalent sales price;
3. In the event a 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; 10/31/17*

### **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 Plays 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; 10/31/17*

### **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 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 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 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; 10/31/17*

- 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 Megaplier Play a chance to multiply or increase the amount of any of the Set Prizes (the prizes normally paying two dollars (\$2.00) 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 or the Just the Jackpot promotion.

*Amended 10/31/17*

- B. **QUALIFYING PLAY.** A qualifying Megaplier Play is any single Mega Millions Play for which the player pays an extra one dollar (\$1.00) for the Megaplier option and that is recorded on the Party Lottery's computer gaming system as a qualifying Megaplier Play. The purchase of Just the Jackpot Plays do not qualify to purchase a Megaplier Play.

*Amended 10/22/13; 10/31/17*

- C. **PRIZES TO BE INCREASED.** Except as provided in these rules, a qualifying Megaplier Play that wins one of the Set Prizes will be multiplied by the number drawn, 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; 10/31/17*

**E. PRIZE POOL**

**1. Megaplier Prize Pool.**

- (a) The Megaplier Prize Pool (MPP) is hereby created, and shall be used to fund Megaplier prizes. The MPP shall hold the temporary balances that may result from having fewer than expected winning Megaplier Plays. 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:

Prize Levels with Megaplier Purchase and Megaplier					
	<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	\$10,000.00	\$20,000.00	\$30,000.00	\$40,000.00	\$50,000.00
Match 4+0	\$500.00	\$1,000.00	\$1,500.00	\$2,000.00	\$2,500.00
Match 3+1	\$200.00	\$400.00	\$600.00	\$800.00	\$1,000.00
Match 3+0	\$10.00	\$20.00	\$30.00	\$40.00	\$50.00
Match 2+1	\$10.00	\$20.00	\$30.00	\$40.00	\$50.00
Match 1+1	\$4.00	\$8.00	\$12.00	\$16.00	\$20.00
Match 0+1	\$2.00	\$4.00	\$6.00	\$8.00	\$10.00

The Megaplier Promotion and 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 ten thousand dollars (\$10,000.00) 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; 10/31/17*

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	1 in 15
4X	- Set Prize Won Times 4	3 in 15
3X	- Set Prize Won Times 3	6 in 15
2X	- Set Prize Won Times 2	5 in 15

The Megaplier Promotion and 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 MM 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; 10/31/17*

**H. PRIZE PAYMENT**

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

*Added 10/31/17*

### **3.1.14.11 SPECIAL GAME RULES: JUST THE JACKPOT PROMOTION**

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

1. The Mega Millions Just the Jackpot 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, and any other lottery rules applicable to this promotion. All rules applicable to the Mega Millions Game in these rules are applicable to the Just the Jackpot promotion unless otherwise indicated.
2. 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 players a chance to purchase two (2) Just the Jackpot Plays (JJ Plays) for three dollars (\$3.00). Each JJ Play purchased will qualify the player for a chance to win the Grand Prize, and no other prize levels. A JJ Play must match exactly all of the Mega Millions Grand Prize Winning Numbers in order to win the Mega Millions Grand Prize. A JJ Play is not eligible to win non-Grand Prize/non-Jackpot prizes in the Just the Jackpot Promotion.
3. Just the Jackpot winning Plays will be paid the Mega Millions 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 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. All provisions in 3.1.14 of these Rules regarding payment of the Mega Millions Grand Prize are applicable to Just the Jackpot winning Play(s). The Grand Prize amount shall be divided equally by the number of MM Plays and JJ Plays winning the Grand Prize.
4. The Winning Numbers for Just the Jackpot shall be the winning numbers for the Grand Prize drawn in the Mega Millions drawing. Mega Millions winning numbers applicable to determine Just the Jackpot prizes will be determined on the day(s), time(s) and location(s) as determined by the Mega Millions Lotteries.

5. To play Just the Jackpot, a player shall select computer pick, which shall produce two (2) Plays of five (5) different numbers, from one (1) through seventy (70) and one (1) additional number from one (1) through twenty-five (25). The additional number may be the same as one of the first five numbers selected by the player. Each set of numbers shall constitute a single lettered selection, or a single “Play” as that term is defined herein. The two (2) sets of numbers selected in each three dollar (\$3.00) JJ Plays purchase may be the same between the Plays. The two (2) Plays for each three dollar (\$3.00) JJ Plays purchase shall be for the same drawing, although a lottery may sell multi-draw JJ plays as well.
6. The purchase price of JJ Plays shall be three dollars (US \$3.00) for two (2) single lettered selection of JJ Plays, including any specific statutorily-mandated tax of a Party Lottery to be included in the price of a lottery JJ Play. JJ 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. Except for Ticketless Transactions, JJ Plays must be printed on separate ticket from MM Plays must clearly indicate whether the Plays are for the Just the Jackpot Promotion. Each JJ Play is played separately in determining matches to Winning Numbers and prize amounts.
7. The Grand Prize will not be multiplied or increased by means of the Megaplier promotion.

B. **Reserved.**

C. **Reserved.**

D. **Reserved.**

E. **PRIZE POOL CONTRIBUTIONS**

1. **Mega Millions Prize Pool.** The prize pool for JJ Plays shall consist of up to fifty-five percent (55%) of each drawing period's sales, inclusive of any specific statutorily-mandated tax of a Party Lottery to be included in the price of a lottery's JJ Play, and inclusive of contributions to the prize pool accounts and prize reserve accounts, but may be higher or lower based on the funding required to meet a guaranteed annuity Grand Prize as may be required by 3.1.14.5.A.
2. **Mega Millions Prize Pool Account and Prize Reserve Account**

**Contributions.** The Product Group shall set the contribution rates to the Just the Jackpot prize pool and prize reserve accounts established by this rule.

- (a) The contribution rate for JJ Plays to the GPP shall be 50.2012% of sales.

An amount up to five percent (5%) of a Party Lottery’s JJ Play sales, including any specific statutorily mandated tax of a Party Lottery to be included in the price of a lottery’s JJ Play, shall be added to a Party Lottery’s Just the Jackpot Prize Pool contribution and placed in trust in one (1) 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.

All provisions regarding the GPP and PRA as described in these Rules are applicable to JJ Play contributions to the GPP and PRA.

- 3. **Expected Prize Payout Percentage.** The Mega Millions Grand Prize payout shall be determined on a pari-mutuel basis. All prize payouts are made with the following expected prize payout percentages, which does not include any additional amount held in prize reserves:

<u>Number of Matches Per JJ Play</u>	<u>Prize Payment</u>	<u>JJ Prize Pool Percentage Allocated to Prize</u>	<u>JJ Sales Percentage Allocated to Prize</u>
All five (5) of first set, plus one (1) of second set	Grand Prize	100%*	50.2012%
All other matching combinations	No Prize	0%	0%

*\* JJ Prize Pool percentage allocated to the Grand Prize shall be combined with MM Prize Pool percentage allocated to the Grand Prize.*

- (a) The Grand Prize amount shall be divided equally by the number of MM Plays and JJ Plays winning the Mega Millions Grand Prize.

*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 (without QUICK CASH) 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 (excluding QUICK CASH 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:

	Prize	Prize Pool Percentage
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<u>Number of Matches Per Play</u>	<u>Payment</u>	<u>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

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

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 (excluding QUICK 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: 373
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 of 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.

*Amended 7/1/19, 8/14/19*

G. QUICK CASH Add – On Feature

1. QUICK CASH is an instant-win add-on feature associated with the TENNESSEE CASH drawing-style game. When QUICK CASH is selected, six (6) QUICK CASH numbers will be printed below the TENNESSEE CASH numbers selected by the player (or using Quick Pick). If any of the QUICK CASH numbers match any of the TENNESSEE CASH numbers on the Ticket, the player instantly wins the prize amount appearing next to the matching QUICK CASH number.
2. A QUICK CASH Play cannot be purchased without the purchase of a TENNESSEE CASH Play. QUICK CASH must be selected at the time of purchase of a TENNESSEE CASH Play. A QUICK CASH Play cannot be cancelled.
3. To purchase QUICK CASH, a player either must select the QUICK CASH option on the Play Slip or orally inform the Retailer. Failure to mark the QUICK CASH "Yes" option on the Play Slip will result in QUICK CASH option not being selected.
4. The purchaser of a QUICK CASH option will receive six (6) unique numbers printed below the TENNESSEE CASH Plays on a Ticket. Each of the six (6) QUICK CASH numbers will have a corresponding prize amount set forth next to the QUICK CASH numbers. The QUICK CASH numbers shall apply at the time of purchase to all TENNESSEE CASH Plays appearing on a Ticket. No drawing is necessary to determine a winning QUICK CASH number.
5. If one of the QUICK CASH numbers matches one of the TENNESSEE CASH numbers, the player instantly wins the prize amount set forth opposite the matching QUICK CASH number(s); provided, however, the

QUICK CASH CASH BALL number can only match the TENNESSEE CASH CASH BALL number to be a winning match.

6. The range of QUICK CASH numbers shall be from one (1) to thirty-five (35). The range of the QUICK CASH Cash Ball numbers shall be from one (1) to five (5).
7. All QUICK CASH numbers and their corresponding prize amount are randomly generated by the computer gaming system.
8. The cost of the QUICK CASH option is \$1.00 per TENNESSEE CASH Play. For purchases of multiple Plays, players will receive an individual Ticket for each Play.
9. In the event the multi-draw option is selected, the QUICK CASH Play will be applied to the first drawing only. There can be only one (1) QUICK CASH prize payment regardless of the number of draws purchased.
10. QUICK CASH Prize Structure and Odds

a. Odds

Prize Level	Probability Per Play	Odds Per Grid (1:)
1	0.00002	42,000.00
2	0.00002	42,000.00
3	0.00005	21,000.00
4	0.00024	4,200.00
5	0.00060	1,680.00
6	0.00476	210.00
7	0.00714	140.00
8	0.01143	87.50
9	0.07143	14.00
10	0.09524	10.50
TOTAL	0.19	5.24

b. Prize Structure

Prize Level	Expected Number of Winners	Prize Amount	Prize Percentage	Payout Percentage
1	1	\$500	2.05%	1.19%
2	1	\$250	1.03%	.060%
3	2	\$100	0.82%	0.48%

4	10	\$50	2.05%	1.19%
5	25	\$20	2.05%	1.19%
6	200	\$10	8.21%	4.76%
7	300	\$5	6.16%	3.57%
8	480	\$4	7.88%	4.57%
9	3,000	\$3	36.93%	21.43%
10	4,000	\$2	32.83%	19.05%
TOTAL	8,019		100.00%	58.02%

11. Prize Payment

- a. QUICK CASH instant wins may be paid separately from a TENNESSEE CASH win on the same TENNESSEE CASH Ticket.
- b. A QUICK CASH instant win Ticket may be presented for payment immediately. If a QUICK CASH instant win Ticket is presented for payment prior to the first drawing associated with the Ticket, an exchange ticket without the QUICK CASH numbers will be generated.
- c. A QUICK CASH instant win Ticket may be presented for payment after the first drawing associated with the Ticket.
- d. Winning QUICK CASH Tickets must be submitted for payment within one hundred eighty (180) days from the date of the first drawing for which the Ticket is eligible.

H. 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; 8/19/20*

**3.1.16 VIP REWARDS PROGRAM**

- A. VIP Rewards Program is a player loyalty rewards program. Players must create an account on a website designated for such purpose. Each non-winning Instant Ticket and any Drawing-Style Ticket shall be assigned a fixed number of points and Players must register their non-winning Instant Tickets or Drawing-Style Tickets in their account. Once registered, the Player will receive the points allocated to the registered Ticket. Players may redeem their accumulated points for entries into drawings; or, as approved by the CEO, special marketing initiatives held in

connection with the VIP Rewards Program.

- 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 Rewards Program. Further, the CEO (or designee) shall determine the prizes to be made available through the VIP Rewards Program, 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 Rewards Program at the discretion of the CEO.

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

*Repealed October 29, 2017; See 3.1.21 Lotto America*

*Adopted: 8/13/14*

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

*Repealed December 26, 2014*

*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.

*Amended 8/19/20*

- J. CASH 4 LIFE Sales Cut-Off - See definition for Sales Cut Off.
- 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 at an Authorized Claim Center which is authorized for that type and amount of Prize, 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 - The set period within which a Winning Ticket Prize must be claimed as determined by the state laws, rules and regulations of the party Lottery where the Ticket being claimed was purchased.
- 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 Prize.
- Q. Fixed Prizes – A set amount awarded in the CASH 4 LIFE Game as determined by the Prize Structure provided in Policy 3.1.19.7, below.
- 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 Ticket for CASH 4 LIFE purchased via the internet, where permitted by the governing laws, policies or rules of a Party Lottery. Where sales of Official CASH 4 LIFE 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; Top Prize or Tier One 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). The Jackpot Prize Cash Value is defined in the Cash 4 Life Finance and Operations Procedures ("Finance and Operations Procedures").
- U. Leap Day - February 29, which 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. Line – the area of a Ticket that represents one (1) Play; each Line contains five (5) numbers from between one (1) and sixty (60) and one Cash Ball number between one (1) and four (4); each number is selected by the player or the Party Lottery's computer gaming system.
- X. Matrix A (Field 1) - the pool of numbers from one (1) to sixty (60).
- Y. Matrix B (Field 2) - the 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.
- Z. 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) payments: (i) a minor under the age of 18 or any group including a minor under the age of 18; (ii) a legal Entity or any group that includes at least one (1) Entity; or (iii) more than one natural person claims a Prize on the same Ticket.
- AA. 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.
- BB. Panel, Play Area or Play Board – Means that area of an official CASH 4 LIFE Play Slip containing one matrix of sixty (60) areas/spaces numbered one (1) through sixty (60) and one matrix of four areas/spaces numbered from one (1) through four (4) from which numbers may be selected from each matrix by a Player or by a Party Lottery computer gaming system.
- CC. Pari-Mutuel – the situation where winnings are paid in the following manner: the total Prize Pool is divided by the number of winning CASH 4 LIFE Plays for a

Prize Level. (or divided as provided for more than one Prize Level, if so provided in the Finance and Operations Procedures).

- DD. Party Lottery or Lotteries - One or more of the state lotteries established and operated pursuant to applicable state laws, and who are signatories to the CASH 4 LIFE Regional Game Agreement. Participating states may change from time to time.

*Amended 8/19/20*

- EE. Play or Wager - the numbers, selected by the Player or the Party Lottery's computer gaming system, represented in one Panel on a Play Slip and one corresponding Line on a Ticket, and the amount required to purchase the Play; for each Play a Player (or, at the Player's request, the Party Lottery's computer gaming system) selects 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 (excluding QUICK CASH).
- FF. Play Slip or Bet Slip – a computer-readable form, issued by the Selling Party Lottery, used in purchasing an Official CASH 4 LIFE Ticket, having a certain number of separate Panels, Play Areas, or Play Boards (the number is 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 Slip or 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.
- GG. Prize or Prizes - The winnings as defined in these CASH 4 LIFE game rules.
- HH. 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 Winning Plays at each Prize Level, as well as the funding required to contribute to the Jackpot and Second Level Prize.
- II. Prize Level or Prize Tier – A specific level of Prizes determined by how many Winning Numbers are matched in a Play from Matrix A and/or Matrix B, as defined in Section 3.1.19.7 of these CASH 4 LIFE game rules.

- JJ. Prize Pool - The respective number of dollars from the Prize Fund allocated to each of the Prize Levels.
- KK. Prizewinner - A Player who is entitled, as a result of successful Claimant verification and successful Play/Ticket validation, to receive a Prize under these game rules and the relevant laws, policies and rules of the Selling Party Lottery.
- LL. Produced – Means a sale of a Ticket recorded in a Selling Party Lottery’s computer gaming system, no matter how generated or recorded, whether by paper ticket, subscription, or internet sale, or by other sale authorized by the Selling Party Lottery and these game rules.
- MM. Purchaser or Player - Player of CASH 4 LIFE who purchases an Official Cash 4 Life Ticket(s) in accordance with CASH 4 LIFE rules and Selling Party Lottery governing laws, policies and rules.
- NN. Quick-Pick, Auto Pick or Easy Pick - A player option in which CASH 4 LIFE number selections are determined at random by the Selling Party Lottery’s computer gaming system.

*Amended 7/1/19*

- OO. Sales Cut-Off –The time after which Plays will not be accepted for that drawing. The Sales Cut-Off occurs each calendar day at approximately 8:45 PM Eastern Time for each CASH 4 LIFE drawing; however a Party Lottery may cut off sales at a reasonable time prior to that time.
- PP. Second Level Prize or Tier Two Prize - The Prize amount awarded for matching 5 out of 60 numbers in Matrix A, and 0 out of 4 numbers in Matrix B.
- QQ. Selling Party Lottery – The Party Lottery that sold the relevant Ticket or Play.
- RR. Shared Liability - The liability of the Party Lotteries in any CASH 4 LIFE game prize, or any CASH 4 LIFE Add-on Game, will be in accordance with the Finance and Operations Procedures.

*Amended 7/1/19*

- SS. Subscription or Season Ticket - An extended, multi-draw purchase option wherein the same set(s) of numbers may be played for a specified number of consecutive drawings, 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.

- TT. Unclaimed Prize - Any Prize for a Winning Play that has not been presented for payment within the Claim Limitation Period.
- UU. Winning Play(s) - The Play(s) that matches the appropriate number of Winning Numbers as described in Policy 3.1.19.7, below.
- VV. Winning Numbers – Means 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 drawn in each CASH 4 LIFE drawing and certified by an Independent Certified Public Accounting Firm, which shall be used to determine winning CASH 4 LIFE Plays contained in Official CASH 4 LIFE Tickets.
- WW. Winning Ticket - An Official Cash 4 Life Ticket that has passed all Party Lottery validation and security requirements and that contains the Winning Play(s).

### **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 each Selling Party Lottery shall authorize pursuant to the governing laws, policies and rules of that Party Lotteries and the CASH 4 LIFE Rules.

*Amended 7/1/19*

B. When 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 time period encompassed by a Subscription is one (1) year.
2. In the event the Directors authorize a change in the frequency of drawings or 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 changes.
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 Selling 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 numbers entered which are identified AFTER the first drawing under the Subscription, the Selling 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**

*Amended 8/19/20*

A. Official CASH 4 LIFE Tickets may be purchased for \$2.00 per Play (excluding QUICK CASH), in accordance with the rules of the Selling Party Lottery. 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 Add-on Game, shall not be included in the Official CASH 4 LIFE Ticket's cost that is reported to the Party Lotteries, 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 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 computer gaming system and such Ticket (or for Subscription or 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, except that e-playslips authorized by the Selling Party Lottery are permitted. As permitted by the 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 (or at another time determined by the Party Lottery) 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 and may overrule the choice specified by the Purchaser.
- 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.

*Amended 7/1/19*

- J. Where permitted by the governing laws, policies, regulations or rules of a Party Lottery, Official CASH 4 LIFE Tickets (excluding Subscriptions) may be purchased for one (1) through up to three (3) months of 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. The permitted number of consecutive drawings a CASH 4 LIFE Ticket may be purchased is fourteen (14).

*Amended 7/1/19*

- K. The Directors may collectively, by vote in the percentage provided in the Agreement, authorize a change (including an addition) to Liability Limits, the Prize Structure, and/or any other aspect of CASH 4 LIFE, but before any change is effective notice must be given to each Party Lottery in ample time to implement the



change; in addition, any change to the CASH 4 LIFE game must be announced by advance public notice.

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

*Amended 7/1/19*

- 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 each calendar day 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 and certified 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/PRIZE TIER	NUMBERS MATCHED FROM MATRIX A (1-60)	NUMBERS MATCHED FROM MATRIX B (1-4)	PROBABILITY	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 (or one free Official Cash 4 Life Ticket***)	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.

\*\* The Cash Value of the Cash Option is posted on Party Lotteries' website and is subject to change; it is paid one time in a lump sum.

\*\*\*A Party Lottery may, at its discretion, award one free Official Cash 4 Life Ticket in lieu of the \$2 cash prize.

## B. Jackpot Prize Payments

1. 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 winning Jackpot Plays 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.
2. One (1) Jackpot Winning Play among the Party Lotteries. If there is only one (1) winning Jackpot Play in a drawing, 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 Plays among the Party Lotteries. If there is more than one (1) and fewer than or equal to fourteen (14) winning Jackpot Plays in a drawing, the annuitized payment based on an annuitized Prize value of \$1,000 per day for the Measuring Life, will be divided by the total number of winning Jackpot Plays. The Prize amount to be paid by Cash Option will be determined based on the same calculation. The minimum annuitized Prize value for this Prize Level will be \$500 a week for Life, paid in annual installments. When there are two (2) to fourteen (14) winning Jackpot Plays, each Prizewinner may choose the Cash Option as an alternative to the Annuity Option.
4. Fifteen (15) or more Winning Jackpot Plays among the Party Lotteries. In the event that there are fifteen (15) or more winning Jackpot Plays in a drawing, no Annuity Option shall be available. Rather, the Jackpot Prize Cash Value shall be divided equally among all winning Jackpot Plays and each Prizewinner shall be paid in one (1) lump sum payment. The minimum

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 winning Second Level Prize Play, 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 winning Second Level Prize Plays 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.
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 or free ticket prize.
3. Effective April 1, 2019, settlement of Prize Levels 3-9 shall be intrastate such that each Party Lottery shall settle Prize Levels 3-9 on its own and independent of any Party Lottery acting as an administrator or financial intermediary for the Party Lotteries.

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 Level per single CASH 4 LIFE Play in connection with CASH 4 LIFE Winning Numbers, and shall be entitled only to the highest Prize won in a single Play.
- H. Subject to the laws and regulations governing each Party Lottery, the number of Prize Levels and the allocation of the Prize Fund among the Prize Levels 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 that has a Liability Limit shall be adjusted in accordance with a formula established by the Party Lotteries so that the aggregate liability for Prizes in such drawing shall not exceed the Liability Limit. Prize Liability Limits are posted on 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 at the time of purchase the accuracy and condition of the data printed on the Ticket.
- 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. Winning Plays 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. The Ticket, if sold at a Retailer location, 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, BUT THE Party Lottery has no responsibility to try to determine whether a Ticket has been stolen;
  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. 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 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 Director of the Party Lottery that 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 Limitation 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 Claim Limitation Period, and then sent to the headquarters office of the Selling Party Lottery for validation, said Ticket must be received at the headquarters office of the Selling Party Lottery by the close of business on the thirtieth day after the expiration of the Claim Limitation 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.

### **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 and/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 that was a Party Lottery at the time of the drawing 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 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 Produced, 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 where he Ticket was purchased. 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 Produced 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 of the Ticket and on every person making a claim in respect thereof, the decision of the paying Party Lottery does not bind any other Party Lottery to contribute to payment of said Official CASH 4 LIFE Ticket if the Ticket is paid but does not meet the requirements stated in this Policy 3.1.19 and the Finance and Operations Procedures, as determined by such other Party Lottery.

### **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.

*Added 8/19/20*

### **3.1.19.14 QUICK CASH ADD-ON FEATURE**

- A. QUICK CASH is an instant-win Add-on Feature associated with the CASH 4 LIFE drawing-style game. When QUICK CASH is selected, six (6) QUICK CASH numbers will be printed below the CASH 4 LIFE numbers selected by the player (or using Quick Pick). If any of the QUICK CASH numbers match any of the CASH 4 LIFE numbers on the Ticket, the player instantly wins the prize amount appearing next to the matching QUICK CASH number.

- B. A QUICK CASH Play cannot be purchased without the purchase of a CASH 4 LIFE Play. QUICK CASH must be selected at the time of purchase of a CASH 4 LIFE Play. A QUICK CASH Play cannot be cancelled.
- C. To purchase QUICK CASH, a player either must select the QUICK CASH option on the Play Slip or orally inform the Retailer. Failure to mark the QUICK CASH “Yes” option on the Play Slip will result in QUICK CASH option not being selected.
- D. The purchaser of a QUICK CASH option will receive six (6) unique numbers printed below the CASH 4 LIFE Play on a Ticket. The six (6) QUICK CASH numbers shall consist of five (5) base game Quick Cash numbers and one (1) QUICK CASH CASH BALL number. Each of these six (6) QUICK CASH numbers will have a corresponding prize amount set forth next to the QUICK CASH numbers. The QUICK CASH numbers shall apply at the time of purchase to all CASH 4 LIFE Plays appearing on a Ticket. No drawing is necessary to determine a winning QUICK CASH number.
- E. If one of the QUICK CASH numbers matches one of the CASH 4 LIFE numbers, the player instantly wins the prize amount set forth opposite the matching QUICK CASH number(s) ); provided, however, the QUICK CASH CASH BALL number can only match the CASH 4 LIFE CASH BALL number to be a winning match.
- F. The range of the five (5) base QUICK CASH numbers shall be from one (1) to sixty (60). The range of the Cash Ball QUICK CASH number shall be from one (1) to four (4).
- G. All QUICK CASH numbers and their corresponding prize amount are randomly generated by the computer gaming system.
- H. The cost of the QUICK CASH option is \$1.00 per CASH 4 LIFE Play. For purchases of multiple CASH 4 LIFE Plays with the QUICK CASH Add-on Feature, players will receive an individual CASH 4 LIFE Ticket for each Play.
- I. There shall be only one (1) QUICK CASH prize payment regardless of the number of draws purchased.

J. QUICK CASH Prize Structure and Odds

1. Prize Structure

Prize Level	Expected Number of Winners	Prize Amount	Prize Percentage	Payout Percentage
1	1	\$500	2.05%	1.19%
2	1	\$250	1.03%	.060%
3	2	\$100	0.82%	0.48%
4	10	\$50	2.05%	1.19%
5	25	\$20	2.05%	1.19%
6	200	\$10	8.21%	4.76%
7	300	\$5	6.16%	3.57%
8	480	\$4	7.88%	4.57%
9	3,000	\$3	36.93%	21.43%
10	4,000	\$2	32.83%	19.05%
TOTAL	8,019		100.00%	58.02%

2. Odds

Prize Level	Probability Per Play	Odds Per Grid (1:)
1	0.00002	42,000.00
2	0.00002	42,000.00
3	0.00005	21,000.00
4	0.00024	4,200.00
5	0.00060	1,680.00
6	0.00476	210.00
7	0.00714	140.00
8	0.01143	87.50
9	0.07143	14.00
10	0.09524	10.50
TOTAL	0.19	5.24

H. Prize Payment

1. QUICK CASH instant wins may be paid separately from a CASH 4 LIFE win on the same CASH 4 LIFE Ticket.
2. A QUICK CASH instant win Ticket may be presented for payment immediately. If a QUICK CASH instant win Ticket is presented for payment prior to the first drawing associated with the Ticket, an exchange ticket without the QUICK CASH numbers will be generated.

3. Winning QUICK CASH Tickets must be submitted for payment within one hundred eighty (180) days from the date of the first drawing for which the Ticket is eligible.

*Adopted 2/13/17*

### **3.1.20 DESCRIPTION OF KENO TO GO GAME**

#### **3.1.20.1 DEFINITIONS**

The following definitions apply to Section 3.1.20. Capitalized words and terms set forth below shall have the following meaning unless otherwise indicated. Additional capitalized words are defined in TEL Policy Appendix A.

*Amended 8.14.18*

- A. “Bulls-Eye” shall refer to the add-on feature whereby a player, by paying an additional one dollar (\$1.00) for each dollar wagered on a Keno To Go Play, is entitled to receive an additional prize for correctly matching the Bulls-Eye Number in addition to matching the base game numbers played. Bulls-Eye is an optional extension of Keno To Go.

*Amended 8.14.18*

- B. “Bulls-Eye Number” shall refer to one (1) of the twenty (20) Winning Numbers drawn in a Drawing. The Bulls-Eye Number shall be randomly selected for each Drawing.
- C. “Drawing” shall mean the formal process of selecting the Winning Numbers that conclusively determines the number of winning Tickets for each Spot Category and prize level of the Game.
- D. “Liability Limit” shall refer to the limit for paying claims, as described more fully in this section.
- E. “Spot Category” shall mean the quantity of numbers (one to ten) that a Player may select for a particular Drawing. The Spot Category is the quantity of numbers the Player tries to match to the Winning Numbers.
- F. “Winning Numbers” shall mean the twenty (20) numbers randomly drawn in each Drawing and used to determine whether a Play contained in a Ticket is a winning Play.

### **3.1.20.2 KENO TO GO GAME DESCRIPTION**

- A. Keno To Go is a drawing-style game in which a player chooses the Spot Category (i.e., the quantity of numbers the player wishes to play) between one (1) and ten (10), and selects the same quantity of numbers from a pool of numbers from one (1) to eighty (80). A Ticket wins by matching some or all of the Winning Numbers with the numbers selected in a Play, in accordance with the prize structure in 3.1.20.4, below.
- B. Full Quick Pick is an option for Keno To Go.
- C. A Keno To Go Ticket printed in error may be cancelled at the Retailer where purchased so long as the Ticket is cancelled prior to the first scheduled Drawing for which that Ticket is valid. It shall be the sole responsibility of the player to verify the accuracy of the Play (or Plays) and other data printed on the Ticket or contained in a transaction conducted electronically from a mobile device or computer. 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.
- D. Multi-Drawings. A player may play one (1), two (2), three (3), four (4), five (5), ten (10), or twenty (20) consecutive Drawings. No advance plays are permitted.
- E. Subscriptions sales shall not be available for this game, unless otherwise determined by the CEO (or designee).

### **3.1.20.3 KENO TO GO TICKET PRICE**

- A. Ticket Cost. Game Plays may be purchased for one dollar (\$1.00), two dollars (\$2.00), three dollars (\$3.00), four dollars (\$4.00), five dollars (\$5.00) or ten dollars (\$10.00) per Drawing.
- B. Cost for Multi-Drawings. The cost of a Ticket for play in consecutive Drawings is the price of a Ticket for a single Drawing multiplied by the number of consecutive Drawings purchased.

### **3.1.20.4 KENO TO GO PRIZE STRUCTURE**

- A. Based on a one dollar (\$1.00) wager, the Keno To Go prize payouts for matching the corresponding quantity of numbers in each Spot Category are as follows:

Spot Category Prizes										
Match	10	9	8	7	6	5	4	3	2	1
10	\$100,000									
9	\$4,000	\$25,000								
8	\$400	\$2,500	\$10,000							
7	\$50	\$125	\$500	\$2,500						
6	\$10	\$20	\$40	\$100	\$1,100					
5	\$2	\$5	\$10	\$12	\$50	\$350				
4		\$1	\$2	\$3	\$5	\$15	\$45			
3				\$1	\$1	\$2	\$5	\$20		
2							\$1	\$2	\$10	
1										\$2

0	\$4									
Prize payout	57.12%	56.51%	56.44%	56.94%	56.92%	57.50%	56.67%	55.50%	60.13%	50.00%
Overall Odds	9.05	6.53	9.77	4.23	6.19	10.34	3.86	6.55	16.63	4.00

- B. For wagers in excess of \$1.00, the prize won for a \$1.00 wager shall be multiplied by the amount wagered for that Drawing, subject to Sections E and F, below.
- C. A winning Game Ticket shall be entitled to receive only one (1) prize per Drawing in the selected Spot Category for matching the highest quantity of numbers to the Winning Numbers.
- D. All prizes shall be paid in a single lump sum.

*Amended 8.14.18*

- E. Except as provided in 3.1.20.6 in connection with the Bulls-Eye add-on feature, the maximum prize per Drawing for any Play shall be One Hundred Thousand Dollars (\$100,000), regardless of the amount wagered for that Drawing, the Spot Category selected, or the number of Winning Numbers matched.
- F. The maximum prize payout for each Drawing for matching 10 of 10 in the 10 Spot Category, the match 9 of 9 in the 9 Spot Category and the match 8 of 8 in the 8 Spot Category shall be \$1,000,000 in the aggregate. In the event the maximum prize payout for these prize levels is reached, the prize payout for these prize levels will become pari-mutuel. The pari-mutuel prize amount will be determined by multiplying \$1,000,000 by the Pari-mutuel Percentage. The Pari-mutuel Percentage shall be calculated by dividing the prize amount of each winning Play at these prize levels by the aggregate prize amount of all winning Plays at these prize levels had the maximum prize payout not been reached.
- G. There shall be no pool rollovers and no prize carry-overs for any prize level in any Drawing.

**3.1.20.5 KENO TO GO ODDS**

The odds of winning a prize in Keno To Go are as follows:

	<b>Odds (1:)</b>									
<b>Match</b>	<b>10</b>	<b>9</b>	<b>8</b>	<b>7</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
10	8,911,711									
9	163,381	1,380,688								
8	7,384	30,682	230,115							
7	621	1,690	6,232	40,979						
6	87	175	423	1,366	7,753					
5	19	31	55	116	323	1,553				
4	7	9	12	19	35	83	326			
3	4	4	5	6	8	12	23	72		
2	3	3	3	3	3	4	5	7	17	
1	6	5	4	3	3	2	2	2	3	4



0	22	16	11	8	6	4	3	2	2	1
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*Amended 8.14.18*

**3.1.20.6 BULLS-EYE ADD-ON FEATURE DESCRIPTION**

- A. The Bulls-Eye add-on feature is an optional extension of Keno To Go where an additional prize is awarded for a correct match of the Bulls-Eye Number designated, along with matching the base game numbers played, in the Drawing. The CEO (or designee) may, from time to time, discontinue the Bulls-Eye add-on feature in such officer’s sole discretion when in the best interest of the TEL.
- B. The Bulls-Eye add-on feature may be purchased on any Play. If the Bulls-Eye add-on feature is not selected when purchasing a Play, then the Play is not eligible for any Bulls-Eye prize.
- C. Ticket Cost. If the Bulls-Eye add-on feature is chosen, the cost is an additional dollar for each dollar wagered on a Keno To Go Play.
- D. The prize payouts for matching the Bulls-Eye Number are as follows:

<b>Bulls-Eye Prize Structure</b>										
Match	10	9	8	7	6	5	4	3	2	1
10	\$200,000									
9	\$11,000	\$55,000								
8	\$1,100	\$3,500	\$40,000							
7	\$100	\$275	\$700	\$7,500						
6	\$15	\$30	\$85	\$200	\$1,900					
5	\$5	\$11	\$15	\$48	\$60	\$650				
4	\$3	\$4	\$7	\$9	\$20	\$35	\$305			
3	\$2	\$2	\$2	\$4	\$7	\$10	\$10	\$105		
2	\$2	\$2	\$2	\$2	\$3	\$5	\$9	\$13	\$45	
1	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$7	\$15	\$43
Prize payout	54.60%	54.52%	54.86%	55.47%	55.38%	55.20%	\$55.13%	54.97%	55.54%	53.75%
Overall Odds	8.00	8.89	10.00	11.43	13.33	16.00	20.00	26.67	40.00	80.00

E. The maximum prize payout in each Drawing when matching the Bulls-Eye number and the base game Plays for matching 10 of 10 in the 10 Spot Category, 9 of 9 in the 9 Spot Category or 8 of 8 in the 8 Spot Category shall be \$1,000,000 in the

aggregate. In the event the maximum prize payout for these Bulls-Eye prize levels is reached, the prize payout for these prize levels will become pari-mutuel. The pari-mutuel prize amount will be determined by multiplying \$1,000,000 by the Pari-mutuel Percentage. The Pari-mutuel Percentage shall be calculated by dividing the Bulls-Eye prize amount of each winning Play at these prize levels by the aggregate Bulls-Eye prize amount of all winning Plays at these prize levels had the maximum prize payout not been reached.

- F. The maximum prize per Drawing for any Bulls-Eye Play shall be Two Hundred Thousand Dollars (\$200,000), regardless of the amount wagered for that Drawing, the Spot Category selected, or the number of Winning Numbers matched.
- G. The odds of winning a prize in the Bulls-Eye add-on feature are as follows:

Match	Odds With Bulls-Eye (1:)									
	10	9	8	7	6	5	4	3	2	1
10	17,832,422									
9	363,070	3,068,195								
8	18,461	76,705	575,287							
7	1,773	4,829	17,806	117,084						
6	290	583	1,408	4,553	25,843					
5	78	123	219	463	1,292	6,202				
4	34	44	61	96	175	413	1,632			
3	25	27	31	38	51	79	154	480		

2	34	32	30	31	32	37	47	72	166	
1	111	91	75	63	55	49	46	46	53	80

*Amended 8/19/20*

**3.1.20.7 TIME, PLACE FREQUENCY AND MEANS OF CONDUCTING DRAWING**

- A. Keno To Go Drawings shall take place at such times and upon such intervals as the CEO shall determine; provided that at commencement of the game, Drawings shall be conducted Sunday through Saturday at four (4) minute intervals, with no draw break, commencing at 5:04 a.m. CT and concluding at 12:56 a.m. CT.
- B. The TEL may conduct Keno To Go 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, using mechanical drawing machines selected at random, the result shall be to select at random twenty (20) Winning Numbers, each between one (1) and eighty (80) in accordance with the controls and methods set forth in these rules and in other TEL policies and procedures, may be used.
- C. Notwithstanding the foregoing, at the discretion of the CEO, Keno To Go 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.

**3.1.20.8 GAME RETIREMENT**

- A. The TEL may discontinue the operation of Keno To Go at the discretion of the CEO.
- B. Prior to ending the game the CEO shall eliminate Keno To Go consecutive-draw feature and provide a minimum of two (2) 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 Keno To Go 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 Keno To Go prize pool once the game has ended, if any, shall be used to enhance the prize pools for other Tennessee Drawing-Style Games, as designated by the CEO.

*Amended 8/16/17*

### **3.1.21 DESCRIPTION OF LOTTO AMERICA GAME PROCEDURES**

#### **3.1.21.1 DEFINITIONS**

The following definitions apply to the Lotto America game unless the context requires a different meaning or is otherwise inconsistent with the intention of these rules adopted by the Product Group. Capitalized terms used but not defined in these rules shall have the meanings ascribed to them in the MUSL Agreement.

- 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 Policy 3.1.21.5.E.
- B. "Agent" or "Retailer" means a person or entity authorized by a Selling Lottery to sell lottery Plays.
- C. “All Star Bonus” shall refer to the All Star Bonus Multiplier Promotion described in 3.1.21.10, below.
- D. “All Star Bonus Multiplier Plays” shall refer to Plays purchases as part of the All Star Bonus Multiplier Promotion described in 3.1.21.10, below.
- E. "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 Lotto America game. Winning indicia include the Winning Numbers for the Lotto America game.
- F. "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.
- G. "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 3.1.21.6 (Ticket Validation) and is a physical representation of the Play or Plays sold to the player or is a properly and validly registered Ticketless Transaction Play.

- H. “Grand Prize” shall refer to the top prize in the Lotto America game.
- I. “Lotto America Play” shall refer to Plays purchased as part of the Lotto America game, but shall not include All Star Bonus Multiplier Plays.
- J. "MUSL" means the Multi-State Lottery Association, a government-benefit association wholly owned and operated by the Party Lotteries.
- 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.
- M. “MUSL Finance and Audit Committee” shall mean the committee of that name established by the MUSL Board.
- N. “Participating Lottery” or “Selling Lottery” means a state lottery or lottery of a political subdivision or entity that is authorized by the Product Group to participate in selling the Lotto America game.
- O. "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 is authorized to sell the Lotto America game.
- P. "Play" or "Bet" means a set of six (6) numbers, the first five (5) from a field of fifty-two (52) numbers and the last one (1) from a field of ten (10) 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 Lotto America game. Each Play is played separately in determining matches to Winning Numbers and prize amounts. As used in these Rules, unless otherwise specifically indicated, “Play” or “Bet” includes Lotto America Plays. “All Star Bonus Multiplier Plays” are separately described in 3.1.21.10, below.
- Q. "Play Slip" or "Bet Slip" means a physical or electronic means by which a player communicates their intended Play selection to the retailer as defined and approved

by the Selling Lottery.

- R. “Product Group” or “the Group” means a group of lotteries that has joined together to offer a product pursuant to the terms of the Multi-State Lottery Agreement and the Product Group’s own rules.
- 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 computer gaming system for the purpose of issuing lottery tickets and entering, receiving, and processing lottery transactions, including making purchases, validating tickets, and transmitting reports.
- U. “Ticketless Transaction” shall include Plays sold through subscription, internet, or non-standard terminals.
- V. "Winning Numbers" means the indicia randomly selected during a Drawing event which shall be used to determine winning Plays for the Lotto America game contained on a Ticket or Ticketless Transaction.

### 3.1.21.2 LOTTO AMERICA GAME DESCRIPTION

#### A. **Description.**

*Amended 7/17/22*

1. Lotto America is a five (5) out of fifty-two (52) plus one (1) out of ten (10) numbers lottery game drawn every Monday, Wednesday and Saturday as part of the Lotto America 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.
2. Lotto America Winning Numbers applicable to determine Lotto America prizes will be determined in the Lotto America Drawing event. During the Drawing event, five (5) numbers shall be drawn from the first set of fifty-two (52) numbers, and one (1) number shall be drawn from the second set

of ten (10) numbers, which shall constitute the Winning Numbers.

3. To play Lotto America, a player shall select (or Computer Pick) five (5) different numbers, from one (1) through fifty-two (52) and one (1) additional number from one (1) through ten (10). The additional number may be the same as one of the first five (5) numbers selected by the player.
  4. Plays can be purchased for one dollar (U.S. \$1.00), including any specific statutorily mandated tax of a Selling Lottery to be included in the price of a Play.
  5. 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
- B. **Claims.** Unless otherwise permitted by a selling lottery, a Ticket (subject to the validation requirements set forth in 3.1.21.6 (Ticket Validation)) 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 purchase or of numbers selected.
- 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.
- 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 agent 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.



- 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 as approved by the Selling Lottery or by such other means approved by the Selling Lottery. Retailers shall not permit the use of Play Slips that are not approved by the Selling Lottery. Retailers shall not permit any device to be physically or wirelessly connected to a lottery Terminal to enter Plays, except as approved by the Selling Lottery.
- 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.
- G. **Maximum Purchase.** Except for a Ticketless Transaction Play purchase when the Selling Lottery has a process in place to allow players to make changes to their Play purchases in the event of a game change, the maximum number of consecutive drawings on a single Play purchase is fifty-two (52). The maximum number of consecutive drawings encompassed by a Ticketless Transaction Play purchase when the Selling Lottery has a process in place to allow players to make changes to their Play purchases in the event of a game change is one hundred four (104). The initial number of consecutive Drawings for which a Play may be purchased in advance is ten (10).
- H. **Effect of Matrix Change.** In the event of a matrix change, the Selling Lottery that issued the Ticketless Transaction will determine the option(s) available to Ticketless Transaction purchasers from that Selling Lottery for the balance of Plays remaining on their Ticketless Transactions effective as of the date of the matrix change.

### 3.1.21.3 LOTTO AMERICA PRIZE POOL

- A. **Lotto America 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 but may be higher or lower based upon the number of winners at each prize level.
- B. **Lotto America Prize Pool Accounts and Prize Reserve Accounts.**
  - 1. The Product Group shall set the contribution rates to the prize pools and prize reserve accounts established by this Rule.

- a) The following prize reserve accounts for the Lotto America Game are hereby established:
- (1) 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; to fund deficiencies in low-tier Lotto America Game prize payments (subject to the limitations of these rules); deficiencies in guaranteed Grand Prize funding if approved by the Group; and for other purposes as established in these Rules.
- b) The following prize pools for the Lotto America Game are hereby established:
- (1) The Grand Prize Pool (GPP), which is used to fund the current Grand Prize;
  - (2) 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;
  - (3) 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; and
  - (4) 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 may have maximum balance amounts or balance limiter triggers that are set by the Product Group.

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.

- d) The maximum contribution rate to the GPP shall be 46.1982% of the prize pool (23.0991% of sales).

An amount 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 pools and prize reserve accounts held by the Product Group (hereinafter the "prize pool and reserve deduction") at any time that the SAP 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 Lotto America Game prize pools and the prize reserve accounts (except the GPP and the CPCFP):
- (1) for the purpose of indemnifying the Party 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.

- 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 Lotto America Game prize pools or prize reserve accounts when the Product Group declares the end of the game shall be returned to the lotteries participating in the prize pools 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.

C. **Expected Lotto America Prize Payout Percentages.** The Grand Prize payout shall be determined on a pari-mutuel basis. Except as otherwise provided in these rules, all other prizes awarded shall be paid as single payment prizes. All prize payouts are made with the following expected prize payout percentages, which does not include any amount contributed to or held in prize reserves, although the prize payout percentages 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	Gross Grand Prize Value*	46.1983%*
All five (5) of first set and none of second set	\$20,000.00	1.3852%
Any four (4) of first set plus one (1) of second set	\$1,000.00	1.8084%
Any four (4) of first set and none of second set	\$100.00	1.6276%
Any three (3) of first set plus one (1) of second set	\$20.00	1.6637%
Any three (3) of first set and none of second set	\$5.00	3.7434%
Any two (2) of first set plus one (1) of second set	\$5.00	6.2390%

Any one (1) of first set plus one (1) of second set	\$2.00	13.7259%
None of first set plus one (1) of second set	\$2.00	23.6085%

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

1. The prize money allocated to the Grand Prize category shall be divided equally by the number of Lotto America Plays winning the Grand Prize; see *infra*.
2. **Lotto America Game Set Prize Pool (SPP) Carried Forward.** The SPP (for single payment prizes of twenty thousand dollars (\$20,000) 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 Lotto America Game Prize Determinations.**
  - a)(1) If the total of the Lotto America Game Set Prizes (as multiplied by the All Star Bonus Multiplier if applicable) awarded in a drawing exceeds the percentage of the prize pool allocated to the Lotto America Game Set Prizes, then the amount needed to fund the Lotto America Game Set prizes, including All Star Bonus Multiplier prizes, awarded shall be drawn from the following sources, in the following order:
    - (i) the amount available in the SPP and the All Star Bonus Multiplier Prize Pool; and
    - (ii) an amount from the PRA, if available, not to exceed the balance of the PRA; and, if needed,
    - (iii) an amount from the SAP, if available, not to exceed the balance of that pool.
  - a)(2) If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes, including the All Star Bonus Multiplier prizes, then the highest Set Prize shall become a pari-mutuel prize. If the amount of the highest Set Prize, including All Star Bonus Multiplier 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, including All Star Bonus Multiplier 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. Lotto America Game and All Star Bonus Multiplier prizes will be reduced by the same percentage.

### 3.1.21.4 PROBABILITY OF WINNING LOTTO AMERICA 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 the Lotto America Game.

Number of Matches Per Play	Number of Winners	Probability Distribution*
All five (5) of first set and one (1) of second set	1	1:25,989,600.0000
All five (5) of first set and none of second set	9	1:2,887,733.3333
Any four (4) of first set plus one (1) of second set	235	1:110,594.0425
Any four (4) of first set and none of second set	2,115	1:12,288.2269
Any three (3) of first set plus one (1) of second set	10,810	1:2,404.2183
Any three (3) of first set and none of second set	97,290	1:267.1353
Any two (2) of first set plus one (1) of second set	162,150	1:160.2812
Any one (1) of first set plus one (1) of second set	891,825	1:29.1420
None of first set plus one (1) of second set	1,533,939	1:16.9430
Overall		1:9.6315

\* Rounded.

### 3.1.21.5 LOTTO AMERICA PRIZE PAYMENT

#### 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 the “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 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.

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. Winner(s) who elect a cash option payment shall be paid their share(s) in a single lump sum payment. The annuitized option prize shall be determined by multiplying a winner's share of the Grand Prize pool 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.
3. In certain instances announced by the Product Group, the Grand Prize shall be a guaranteed amount and shall be determined pursuant to 3.1.21.5.E.
4. 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.
5. All annuitized prizes shall be paid annually in thirty (30) payments with the initial payment being made in a 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 (\$1,000.00). 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 Grand Prize Winning Numbers. *Comment: The Product Group has set the graduated rate at five percent (5%) per year.*
6. Funds for the initial payment of an annuitized prize or the lump sum cash option prize payment 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.

7. 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.
8. 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.
9. 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.

**B. Lotto America 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.

**C. Lotto America 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. Breakage resulting from rounding these prizes shall be carried forward to the prize pool for the next drawing.

D. **Lotto America 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.

E. **Funding of Guaranteed Lotto America Prizes.**

1. 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.
2. 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:
  - a) 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;
  - b) 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 as approved by the MUSL Board;
  - c) 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.

*Amended 6/13/20*

3. Minimum guaranteed prizes or increases may be waived by the Product Group if the alternate funding mechanism set out in 3.1.21.3.C.3 becomes

necessary. 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. The Group may increase, decrease or eliminate the guaranteed minimum Grand Prize amount of any announced minimum Grand Prize increases effective at any time following the next drawing following the action taken by the Group.

- F. **Limited to Highest Lotto America 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 liabilities for a Lotto America prize are discharged upon payment of a prize claim.
- G. **Lotto America Prize Claim Period.** 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 one hundred eighty (180) days after the drawing date.

### 3.1.21.6 PLAY VALIDATION

- A. 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 Party Lottery for validation of winning Plays sold through its computer 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 Party Lotteries shall not be responsible for Tickets or Ticketless Transactions that are altered in any manner.
- B. Under no circumstances will a claim be paid for any prize without an official Lotto America Ticket (or validly registered Ticketless Transaction) matching all game Play, serial number and other validation data residing in the selling Party Lottery's computer gaming system and unless otherwise permitted by the selling Party Lottery 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.
- C. In addition to the above, in order to be deemed a valid, winning 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 selling Party Lottery agent, selling agent or retailer on official paper stock of the selling Party Lottery or otherwise printed in compliance with MUSL Rule 2;
6. The Ticket must not have been stolen, to the knowledge of the Party Lottery;
7. The Play data must have been recorded on the computer gaming 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's computer gaming system, the wager accepted by the Party Lottery's computer gaming system shall be the valid wager;
8. The player or Computer Pick 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;
9. The Play must not be mis-registered, and the Play's Ticket must not be defectively printed or printed or produced in error to an extent that it cannot be processed by the Party Lottery that issued the Play;
10. The Play must pass all confidential security checks of the Party Lottery that issued the Play;
11. In submitting a 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;

12. There must not be any other breach of these Rules in relation to the Play that, in the opinion of the Director of the Party Lottery that issued the Play, justifies invalidation;
  13. The Play must be submitted to the Party Lottery that issued it;
  14. Ticketless Transaction Plays must meet the validation requirements of the Party Lottery that issued the Play.
- D. A 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 Play, shall be final and binding; however, the Party Lottery may, at its option, replace an invalid Play with a Play 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 Play of equivalent sales price.
  3. In the event a 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 (a) 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.

### **3.1.21.7 TICKET RESPONSIBILITY**

- A. **Prize Claims.** 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. **Stolen Tickets.** The Product Group, the MUSL and the Party Lotteries shall not be responsible for lost or stolen Plays.

- D. **Ticketless Transactions.** 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 Plays redeemed in error by a selling agent or retailer.
- F. Winners are determined by the numbers drawn and certified by the independent auditor responsible for auditing the draw. MUSL and the Party Lotteries are not responsible for winning numbers reported in error.

#### **3.1.21.8 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 (1), (2), and (3) 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 Lotto America game in that Selling Lottery's jurisdiction.

#### **3.1.21.9 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 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 Lotto America 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 Lotto America 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 Lotto America 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 Lotto America 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.

### **3.1.21.10 LOTTO AMERICA SPECIAL GAME RULES: ALL STAR BONUS MULTIPLIER PROMOTION**

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

The All Star Bonus Multiplier Option is a limited extension of the Lotto America Game and is conducted in accordance with the Lotto America Game Rules and other lottery rules applicable to the Lotto America Game except as may be amended herein. The Promotion will begin at a time announced by the Member Lottery and will continue until discontinued by the lottery. The Promotion will offer to the owners of a qualifying Play a chance to multiply the amount of any of the eight lump sum Set Prizes (the lump sum prizes normally paying \$2.00 to \$20,000.00) won in a drawing held during the Promotion. The Grand Prize is not a Set Prize and will not be multiplied.

**B. QUALIFYING PLAY**

A qualifying Play is any single Lotto America Game Play for which the player pays an extra dollar for the All Star Bonus Multiplier option and that is recorded at the Member Lottery's central computer gaming system as a qualifying All Star Bonus Multiplier Play.

**C. PRIZES TO BE MULTIPLIED**

Except as provided in these rules, a qualifying Play which 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 All Star Bonus Multiplier drawing announced by the Product Group.

**D. ALL STAR BONUS DRAWINGS**

MUSL will conduct a separate random "All Star Bonus" drawing and announce the results. During each 2-5X Multiplier drawing a single number (2, 3, 4 or 5) shall be drawn. The Lotto America Game Group may modify the multiplier features for special promotions from time to time.

**E. ALL STAR BONUS MULTIPLIER PRIZE POOL**

**1. All Star Bonus Multiplier Prize Pool**

- (a) The All Star Bonus Multiplier Prize Pool (MPP) is hereby created, and which is used to fund All Star Bonus Multiplier prizes. The MPP shall hold the temporary balances that may result from having fewer than expected winners in All Star Bonus Multiplier. The source of the MPP is the Party Lottery's weekly prize contributions less actual All Star Bonus Multiplier Prize liability.
- (b) In total, fifty percent (50%) of each draw's sales shall be collected for the payment of prizes:
  - (1) The expected payout for all prize categories shall consist of up to forty-nine and nine hundred thirty-two thousandths percent (49.598%) 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) An additional sixty-eight thousandths percent (0.402%) 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.

- (c) The prize payout percentage 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 the set prizes awarded in the current draw and held in the MPP.

**2. End of Game**

Any amounts remaining in the MPP when the Product Group declares the end of this game shall be returned to the lotteries participating in the pool 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 these rules, all prizes awarded shall be paid as lump sum set prizes. Instead of the Lotto America Game set prize amounts, qualifying All Star Bonus Multiplier Plays will pay the amounts shown:

<u>Lotto America Prize Amount</u>		<u>All Star Bonus Multiplier</u>			
	<u>Set Prize Amount</u>	5X	4X	3X	2X
Match 5+0	\$20,000.00	\$100,000.00	\$80,000.00	\$60,000.00	\$40,000.00
Match 4+1	\$1,000.00	\$5,000.00	\$4,000.00	\$3,000.00	\$2,000.00
Match 4+0	\$100.00	\$500.00	\$400.00	\$300.00	\$200.00
Match 3+1	\$20.00	\$100.00	\$80.00	\$60.00	\$40.00
Match 3+0	\$5.00	\$25.00	\$20.00	\$15.00	\$10.00
Match 2+1	\$5.00	\$25.00	\$20.00	\$15.00	\$10.00
Match 1+1	\$2.00	\$10.00	\$8.00	\$6.00	\$4.00
Match 0+1	\$2.00	\$10.00	\$8.00	\$6.00	\$4.00

In certain rare instances, the Lotto America Game 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 Lotto America set prize amount of \$1,000.00 becomes \$500.00 under the rules of the Lotto America game and a 5x multiplier is selected, then an All Star Bonus player winning that prize amount would win \$2,500.00.

**F. PROBABILITY OF PRIZE INCREASE**

The following table sets forth the probability of the various All Star Bonus Multiplier numbers being drawn during a single -5X Multiplier drawing. The Group may elect to run limited promotions that may modify the multiplier features.



<b>All Star Bonus Multiplier</b>	<b>Probability of Prize Increase</b>	<b>Chance of Occurrence</b>
5X - Prize Won Times 5	3 in 32	9.3750%
4X - Prize Won Times 4	4 in 32	12.5000%
3X - Prize Won Times 3	10 in 32	31.2500%
2X - Prize Won Times 2	15 in 32	46.8750%

All Star Bonus Multiplier does not apply to the Grand Prize.

**G. LIMITATIONS ON PAYMENT OF ALL STAR BONUS PRIZES**

**1. Pari-Mutuel Prizes—All Prize Amounts**

- (a) If the total of the original Lotto America Game Set Prizes and the multiplied All Star Bonus Multiplier set prizes awarded in a drawing exceeds the percentage of the prize pools allocated to the Set Prizes and All Star Bonus Multiplier prizes, then the amount needed to fund the Set Prizes (including the All Star Bonus Multiplier prize amounts) awarded shall be drawn from the following sources, in the following order:
  - (i) the amount available in the SPP allocated to the set prizes and the MPP, if any;
  - (ii) an amount from the PRA up to, if available, not to exceed the balance of the PRA; and
  - (iii) an amount from the SAP, if available, not to exceed the balance of that pool.
- (b) If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes awarded (including All Star Bonus Multiplier prizes), then the highest Set Prize (including the All Star Bonus Multiplier prizes) shall become a pari-mutuel prize. If the amount of the highest Set Prize (including the All Star Bonus Multiplier Prizes) when paid on a pari-mutuel basis, drops to or below the next highest Set Prize (including the All Star Bonus Multiplier Prizes) and there are still not sufficient funds to pay the remaining Set Prizes awarded, then the next highest Set Prize (including the All Star Bonus Multiplier 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. Lotto America Game and All Star Bonus Multiplier prizes will

be reduced by the same percentage.

*Comment: Monies from the Grand Prize Pool may not be used to fund Set Prizes or All Star Bonus Multiplier prize payments.*

## H. PRIZE PAYMENT

1. **Prize Payments.** All All Star Bonus Multiplier prizes shall be paid in one lump sum through the Member Lottery that sold the winning Play(s). A Member Lottery may begin paying All Star Bonus Multiplier 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.

*Amended 11/17/20*

### 3.1.21.11 QUICK CASH ADD – ON FEATURE

- A. QUICK CASH is an instant-win add-on feature associated with the Lotto America drawing–style game. When QUICK CASH is selected, six (6) QUICK CASH numbers will be printed below the Lotto America numbers selected by the player (or using Quick Pick). If any of the QUICK CASH numbers match any of the Lotto America numbers appearing on the Lotto America Ticket, the player instantly wins the prize amount appearing next to the matching QUICK CASH number.
- B. A QUICK CASH Play cannot be purchased without the purchase of a Lotto America Play. QUICK CASH must be selected at the time of purchase of a Lotto America Play. A QUICK CASH Play cannot be canceled.
- C. To purchase QUICK CASH, a player either must select the QUICK CASH option on the Play Slip or orally inform the Retailer. Failure to mark the QUICK CASH “Yes” option on the Play Slip will result in the QUICK CASH option not being selected.
- D. The purchaser of a QUICK CASH option will receive six (6) unique numbers printed below the Lotto America Play on a Ticket. Each of the six (6) QUICK CASH numbers will have a corresponding prize amount set forth next to the QUICK CASH numbers. The QUICK CASH numbers shall apply at the time of purchase to the Lotto America Play appearing on a Lotto America Ticket. No drawing is necessary to determine a winning QUICK CASH number.

- E. If one of the QUICK CASH numbers matches one of the Lotto America numbers appearing in a Play, the player instantly wins the prize amount set forth opposite the matching QUICK CASH number(s); provided, however, the QUICK CASH Star Ball (SB) number can only match the Lotto America Star Ball number to be a winning match.
- F. The range of QUICK CASH numbers shall be from one (1) to fifty-two (52). The range of the QUICK CASH Star Ball numbers shall be from one (1) to ten (10).
- G. All QUICK CASH numbers and their corresponding prize amount are randomly generated by the computer gaming system.
- H. The cost of the QUICK CASH add-on option is \$1.00 per Lotto America Play. For purchases of multiple Plays, players will receive an individual Ticket for each Play.
- I. In the event the multi-draw option is selected, the QUICK CASH Play will be applied to the first drawing only. There can be only one (1) QUICK CASH prize payment regardless of the number of draws purchased.
- J. QUICK CASH Prize Structure and Odds

1. Odds

Prize Level	Probability Per Play	Odds Per Grid (1:)
1	0.00002	42,000.00
2	0.00002	42,000.00
3	0.00005	21,000.00
4	0.00024	4,200.00
5	0.00060	1,680.00
6	0.00476	210.00
7	0.00714	140.00
8	0.01143	87.50
9	0.07143	14.00
10	0.09524	10.50
TOTAL	0.19	5.24

2. Prize Structure

Prize Level	Expected Number of Winners	Prize Amount	Prize Percentage	Payout Percentage
1	1	\$500	2.05%	1.19%
2	1	\$250	1.03%	.060%

3	2	\$100	0.82%	0.48%
4	10	\$50	2.05%	1.19%
5	25	\$20	2.05%	1.19%
6	200	\$10	8.21%	4.76%
7	300	\$5	6.16%	3.57%
8	480	\$4	7.88%	4.57%
9	3,000	\$3	36.93%	21.43%
10	4,000	\$2	32.83%	19.05%
TOTAL	8,019		100.00%	58.02%

**K. Prize Payment**

1. QUICK CASH instant wins may be paid separately from a Lotto America win on the same Lotto America Ticket.
2. A QUICK CASH instant win Ticket may be presented for payment immediately. If a QUICK CASH instant win Ticket is presented for payment prior to the first Lotto America drawing associated with the Ticket, an exchange ticket without the QUICK CASH numbers will be generated.
3. A QUICK CASH instant win Ticket may be presented for payment after the first Lotto America drawing associated with the Ticket.
4. Winning QUICK CASH Tickets must be submitted for payment within one hundred eighty (180) days from the date of the first Lotto America drawing for which the Ticket is eligible.

**3.1.21.12 GAME RETIREMENT**

- A. The TEL may discontinue the operation of Lotto America at the discretion of the CEO.
- B. Prior to ending the game the CEO shall eliminate Lotto America consecutive-draw feature and provide a minimum of two (2) 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 Lotto America 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 Lotto America prize pool once the game has ended, if any, shall be used to enhance the prize pools for other Tennessee Drawing-Style Games, as designated by the CEO.