

Retailer Application
TENNESSEE EDUCATION LOTTERY CORPORATION
P.O. Box 291869 • Nashville, TN 37229-9715
Please submit completed applications with \$95 fee per business location
(Cashier's Check, Business Check, or Money Order only)
Must include a copy of Government Issued Photo Identification

Instructions for Retailer Application Packet

PART 1 – Business Information

The application to become a Tennessee Education Lottery (TEL) Retailer must be accompanied by a Cashier's Check, Business Check or Money Order for \$95 per business location, and a copy of a government-issued photo identification. In the event the application for a business location is not approved by the TEL, \$50 of the \$95 will be refunded. Return the completed forms, together with one cashier's check, business check or money order for \$95 per business location, along with the photo ID.

Line 1 – List the name of the entity, which owns the business and files income tax returns. If the business is owned by a sole proprietor, provide the individual's name. If the business is owned by a corporation, partnership or limited liability company, provide the name of the business entity.

Line 2 – If owned by a business, entity, list the date of incorporation.

Line 3 - If owned by a business, entity, list the state of incorporation.

Line 4 – List the name of the store where tickets are to be sold.

Line 5 - The Federal Employers ID Number (FEIN) should be listed for partnerships, corporations and limited liability companies. Sole proprietors should list their social security number only.

Line 6 – List Tennessee Department of Revenue Account ID number located on Sales and the Tax Certificate of Resale.

Line 7 -List Tennessee Department of Revenue Location ID number located on Sales and the Tax Certificate of Resale..

Line 8 – List the street address of the location where lottery tickets are to be sold.

Line 9 – List the telephone number of the location where lottery tickets are to be sold. Include the Area Code.

Line 10 – 13 – List the city, state, zip code and country of the business location.

Line 14 – 17 – List the mailing address, if different from #8 above; otherwise, please leave this blank.

Line 18 – 22 - "Contact Name" refers to the name of the person the Lottery should contact on all Lottery business. List this person's position, phone numbers and email address.

Line 23 - Specify the business's legal type of ownership: Sole Proprietorship, Partnership, Corporation, Limited Liability Corporation, Limited Liability Partnership, Not-for-Profit, etc. Must match answer in Line 1

Line 24 – (Optional)

Line 25 - Please advise us if this location is under construction.

Line 26 - List each Principal of the Business holding more than ten percent (10%) of the ownership interest and individuals with legal authority to enter into legal contracts on the behalf of the applicant. For example, sole proprietors, general/managing partners, corporate officers, directors and shareholders. **EACH LISTED INDIVIDUAL MUST COMPLETE PART 2 AND 3 OF THIS FORM. Please attach additional sheets as needed.**

Line 27 – Sign and have this statement notarized.

PART 2 – Personal Information

This form must be completed for each owner of more than 10% of Applicant. If no individual owns more than 10% of Applicant, this form will be required from Applicant's managing officers. Make additional copies if necessary.

Line 1 – 9 - List all information requested.

Line 10 – If answering "yes" to any of these questions, please explain on a separate sheet and attach to this application.

Line 11 – Sign and have this statement notarized.

Line 12 – Sign this statement. This consent is not required for corporate officers and directors of Applicant who own less than 10% of Applicant.

Line 13 – Complete, sign and have this consent form notarized.

PART 3 – Criminal Background Check

This form must be completed for each owner of more than 10% of Applicant. If no individual owns more than 10% of Applicant, this form will be required from Applicant's managing officers. Make additional copies if necessary.

Complete section and sign.

PART 4 – Electronic Funds Transfer

Line 1 – List the Business Name.

Line 2 – List all the information requested and sign the authorization.

Line 3 – Have your depository institution representative complete the EFT information and have the representative sign the acknowledgement. **PROVIDE A "VOID" CHECK OR A LETTER FROM YOUR BANK ACKNOWLEDGING THE TRUST ACCOUNT.**

PART 5 – Retailer Servicing

Supply all requested information. LOTTERY TO COMPLETE ALL SHADED ENTRIES ON PART 5. You must complete Part 5 for each business location.

"Business Trade Style Codes"

- | | |
|----------------------------------|--------------------------------|
| 01 – Supermarket/Grocery | 09 – Other Retail |
| 02 – Convenience | 10 – Mall Kiosk |
| 03 – Service/Gas Station | 11 – Video Store |
| 04 – Restaurant/Truck Stop | 12 – Other Non-Retail |
| 05 – Drug Store/Pharmacy | 13 – Bowling Alley |
| 06 - Stationery/Gift/Periodicals | 14 – Package Store |
| 07 – Restaurant | 15 – Discount/Department Store |
| 08 – Check Cashing | 16 – Bar/Lounge/Tavern |
| | 99 – Not Classified |

CONTRACT

Complete the information for the business at the bottom of the contract. Contract must be signed by an individual listed in Line 26 of Part 1 of this Application.

For questions, please call (800) 826-4311, Retailer Contracts – option 4, Retailer Services - option 5

Retailer Application
TENNESSEE EDUCATION LOTTERY CORPORATION
P.O. Box 291869 • Nashville, TN 37229-9715
Please submit completed applications with \$95 fee per business location
(Cashier's Check, Business Check, or Money Order only)
Must include a copy of Government Issued Photo Identification

PART 1 – Business Information

PLEASE PRINT

TEL Retailer ID:

1. Corporate or legal name (If a Corporation, Partnership, LLC/LLP provide business name. If a Sole Proprietor, provide your name)
2. If incorporated, date of incorporation: (MM / DD / YY)
3. If incorporated, state of incorporation:
4. Store Name or d/b/a (list the name of the business where tickets are to be sold):
5. Federal Employer ID Number OR Social Security Number if Sole Proprietor (9 digit number used to file Federal business income tax return):
6. TN Department of Revenue Account ID Number (10 digits): -SLC
7. TN Department of Revenue Location ID Number (10 digits):
8. Business Location: (Street Address of the location where lottery tickets are to be sold)
9. Business Telephone Number:
10. City:
11. State TENNESSEE
12. Zip Code:
13. County:
14. Mailing Address (if different from Business Location) (P.O. Box Number or Street Number and Name):
15. City:
16. State:
17. Zip Code:
18. Contact Name (list the name of the person the Lottery should contact on all Lottery business):
19. Contact Phone Number:
20. Contact Cell Phone Number:
21a. Contact Fax Number
21b. E-Mail Address
22. Position/Title
23. Type of Ownership:
24. (OPTIONAL) (a) Is more than 50% of this business owned by a person or persons that are a racial minority?
25. Is Business Location under construction?
26. List each Principal of the Business holding more than ten (10) percent of the ownership interest...
27. Applicant certifies that the information contained in this form or otherwise submitted to the Tennessee Education Lottery Corporation ("TEL") in connection with this application to become a Retailer is true and correct in every respect.

Print or Type Name Signature of Owner or Principal Title Date

NOTARY STATE OF: SWORN TO AND SUBSCRIBED BEFORE ME ON THIS DAY
COUNTY OF: OF (MONTH) (YEAR)
Notary Public Seal and Signature: My Commission Expires:
Personal Identification (ID) is required to be presented to and verified by Notary Public. Type of ID: ID Number:

Retailer Application
TENNESSEE EDUCATION LOTTERY CORPORATION
P.O. Box 291869 • Nashville, TN 37229-9715
Please submit completed applications with \$95 fee per business location
(Cashier's Check, Business Check, or Money Order only)
Must include a copy of Government Issued Photo Identification

PART 2 – Personal Information

PLEASE PRINT

TEL Retailer ID:

Must be completed by each person listed in Line 26 of Part 1 of this Application

1. Corporate or legal name (If a Corporation, Partnership, LLC/LLP provide business name. If a Sole Proprietor, provide your name)

2. Store Name:

3. Name of Owner (Last, First): Mr. Mrs. Ms.

4. Title:

5. Percent of Ownership:

6. Home Street Address:

City/State/Zip Code:

7. Home Phone Number

() -

8. Social Security Number:

Grid for Social Security Number digits

9. Date of Birth:

10. Do you reside in the same household as any officer or employee of the Tennessee Education Lottery Corporation? Yes No

Are you a vendor, employee or agent of any vendor of the Tennessee Education Lottery Corporation? Yes No

Have you been convicted of a criminal offense related to the security or integrity of a lottery in Tennessee or any other jurisdiction? Yes No

Have you been convicted of any criminal offense involving gambling, theft, computer offense, forgery, perjury, dishonesty or unlawfully selling or providing a product or substance to a minor, in Tennessee or any other jurisdiction? Yes No

If yes, when and for what offense?

If yes, have at least five (5) years elapsed from the date of the completion of the sentence without a subsequent conviction of a crime described above?

Yes No

Are you delinquent in filing or paying taxes, fees or other obligations owed to the State of Tennessee? Yes No

Note: If you answered "Yes" to any of the above questions, please explain (include the date, and location of any convictions, if applicable) on a separate sheet and attach to this application.

11. By signing below, I hereby certify that the information contained on this form or otherwise submitted by me to the Tennessee Education Lottery Corporation ("TEL") in connection with this application to become a TEL Retailer is true and correct in every respect. I understand and agree that the TEL may make any and all investigations of my background in order to satisfy the TEL requirements for qualification of the Applicant as a TEL Retailer, which investigations may include, without limitation, credit history records, law enforcement records, tax records, public records and other official records, and the investigation generally of any other matter relating to the Applicant being a TEL Retailer.

12. CONSENT AND AUTHORIZATION FOR RELEASE OF PERSONAL BACKGROUND INFORMATION: As a potential Retailer or current Retailer for the Tennessee Education Lottery Corporation ("TEL"), or as an owner of same, I am required to furnish certain information for use in determining my qualifications. I hereby authorize the TEL to request a credit report, conduct a criminal background investigation, or conduct any other investigation as may be necessary to process my Retailer Application to become a TEL Retailer. I authorize the TEL to share any such information, privileged, confidential or otherwise, necessary to consider the application to become a TEL Retailer. I further consent to allow the TEL to use and share such information in all manner consistent with all applicable laws and necessary to effectuate, administer or enforce all rights, orders and obligations arising out of the relationship between the Retailer Applicant and the TEL. A photocopy of this release will be valid as an original thereof, even though said photocopy does not contain an original writing of my signature. This release will expire upon the final termination of my Retailer's contractual obligations with the TEL.

Printed Name: Signature: Date:

NOTARY

STATE OF: SWORN TO AND SUBSCRIBED BEFORE ME ON THIS DAY
COUNTY OF: OF (MONTH) (YEAR)
Notary Public Seal and Signature: My Commission Expires:
Personal Identification (ID) is required to be presented to and verified by Notary Public. Type of ID: ID Number:

Retailer Application
TENNESSEE EDUCATION LOTTERY CORPORATION
 P.O. Box 291869 • Nashville, TN 37229-9715
Please submit completed applications with \$95 fee per business location
(Cashier's Check, Business Check, or Money Order only)
Must include a copy of Government Issued Photo Identification

PART 3 – Criminal Background Check

PLEASE PRINT

TEL Retailer ID:

Must be completed by each person listed in Line 26 of Part 1 of this Application

I. PERSONAL HISTORY

1. Full Name (Last, First, Middle)		2. List all other names you have used, including nicknames; If female, furnish maiden names. If you have ever used any surnames other than your true name, during what period and what circumstances were these names used? If you have ever legally changed your name, give date, place, and court.									
3. Date of Birth (Month, Day, Year)		4. Place of Birth (City, County, State and Country)									
5. Age	6. Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	7. Social Security Number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>									8. Driver License Number (State)
9. Citizenship											
a. Present citizenship (Country) _____		c. Date and place naturalized _____									
b. Citizenship acquired by: <input type="checkbox"/> Birth <input type="checkbox"/> Marriage <input type="checkbox"/> Naturalization		d. Naturalization Certificate Number: _____									
10. Race _____ Height _____ Weight _____ Hair Color _____ Eye Color _____											

II. RESIDENCE

Current Home Address:			
Street Address	Apt. No.	Home Phone: _____	Area Code Number
City	State	Zip Code	Work Phone: _____ Area Code Number

III. COURT RECORD

1. Have you ever been arrested? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain _____ _____
2. Do you currently have an order of protection against you? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain _____ _____

I understand that this application is not for employment with the Tennessee Education Lottery Corporation. This application is for a CRIMINAL BACKGROUND CHECK ONLY. All statements I have made in this Criminal Background Check are true and I understand that any false statement in the application may preclude me from a security clearance and may be grounds for not being selected as a TEL retailer or having my retailer contract cancelled. All statements are subject to investigation.

Signature: _____

Date: _____

Retailer Application
TENNESSEE EDUCATION LOTTERY CORPORATION
P.O. Box 291869 • Nashville, TN 37229-9715
Please submit completed applications with \$95 fee per business location
(Cashier's Check, Business Check, or Money Order only)
Must include a copy of Government Issued Photo Identification

PART 4 – Lottery Retailer Electronic Funds Transfer Authorization

TEL Retailer ID: _____

1. Business Name: _____

INSTRUCTIONS: The Retailer must establish a separate electronic funds transfer (“EFT”) bank account for the preservation and transfer of lottery funds. The separate bank account must be specified “IN TRUST FOR THE TENNESSEE EDUCATION LOTTERY CORPORATION.” The Retailer’s depository institution must confirm the establishment of the Tennessee Education Lottery Corporation Trust Account by signing in the space below.

2. RETAILER AUTHORIZATION: I (we) hereby authorize the Tennessee Education Lottery Corporation to initiate debit and credit entries in any available and appropriate amount to my (our) account indicated below and authorize the depository named below to debit or credit the same to such account. I (we) hereby further authorize and direct the depository institution named below to release any information regarding such account, including, but not limited to, account balance information, payment history, and overdraft information to the Tennessee Education Lottery Corporation upon request by an authorized representative of the Tennessee Education Lottery Corporation. My (our) authorization is given in accordance with subsection (e)(2) of Section 502 of the “Gramm-Leach-Bliley Act of 1999” (15 U.S.C.A. § 6802) and shall remain in effect until expressly revoked by me (us) in writing. Any such revocation shall be deemed to have been properly given if sent by hand delivery, or by overnight courier, to such depository institution at the address set forth below. Such revocation shall be deemed to have been delivered on the date of delivery if by hand delivery or if by overnight courier, on the next business day following the deposit of such communication with the overnight courier.

Business Name (print): _____ **Effective Date:** _____
(Allow 10 business days)
Owner’s Name (print): _____
Owner’s Signature: _____ **Date:** _____
Bank Name: _____ **Branch:** _____
Street Address: _____ **City:** _____ **State:** _____

EFT Bank Account Number: _____

EFT Bank Route Transit Number: _____

3. DEPOSITORY INSTITUTION ACKNOWLEDGMENT: The above account has been established “IN TRUST FOR THE TENNESSEE EDUCATION LOTTERY CORPORATION.” We acknowledge that our customer, the Retailer, has directed us to provide any information concerning the above referenced account to the Tennessee Education Lottery Corporation upon request by an authorized representative of the Tennessee Education Lottery Corporation. We further acknowledge that the Retailer has directed us to provide this information in accordance with subsection (e)(2) of Section 502 of the “Gramm-Leach-Bliley Act of 1999” (15 U.S.C.A. § 6802), and we will continue to provide such information as directed until receipt of Retailer’s written revocation in the manner set forth in Section 2 above.

Depository Institution Representative (print): _____ Telephone Number: _____

Signature of Depository Institution Representative: _____ Date: _____

Please provide one of your original checks **OR** a bank letter with account information.
Write “**VOID**” on the front of the check.
Note: This must be a separate bank account for Tennessee Education Lottery Corporation funds only.
Application(s) without correct banking documentation WILL NOT be processed.

Retailer Application

TENNESSEE EDUCATION LOTTERY CORPORATION
P.O. Box 291869 • Nashville, TN 37229-9715
Please submit completed applications with \$95 fee per business location
(Cashier's Check, Business Check, or Money Order only)
Must include a copy of Government Issued Photo Identification

When applying for more than one business location, Part 5 must be completed for each business location.

PART 5 - Retailer Servicing

TEL Retailer ID:

Business Name:

Business Contacts (Persons Authorized to Conduct On-Site Lottery Transactions)

Table with 2 columns: Name, Title/Function. Rows 1, 2, 3.

Business Phone: () - Owner's Home Phone: () -

Business Hours: Open Close Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Business Trade Style Code: (see Instruction Sheet)

Business Location Type:

Freestanding Office Building Strip Center Storefront Mall Other

Is Retailer or any owner currently operating as a Lottery Retailer at any other location? Yes No

Retailer Number: Business Name:

SHADED ENTRIES BELOW TO BE COMPLETED BY LOTTERY ONLY

Shaded section containing: Servicing Sales Representative Name/Number, Telsell Name/Number, District, Week Ending, Originating Sales Representative, Authorized Products, and questions about selling Lottery tickets.

Retailer Contract

THIS RETAILER CONTRACT is between TENNESSEE EDUCATION LOTTERY CORPORATION (“TEL”), a public corporation created pursuant to the Tennessee Education Lottery Implementation Law (the “*Act*”), and the undersigned (“*Retailer*”). Capitalized terms used herein shall have the meanings set forth in Appendix A to the TEL's Retailer Policies, unless otherwise defined in context. Retailer and the TEL hereby agree as follows:

1. **Retailer Rules.** Retailer agrees to comply with and to be bound by the Act, each of the TEL’s policies pertaining to retailers and to its lottery games (the “*TEL Retailer Policies*”), and all other applicable laws, rules, regulations, ordinances and orders (collectively, the “*Governing Law*”). It is the responsibility of the Retailer to know and to understand the TEL Retailer Policies. Retailer agrees at all times to meet the minimum qualifications for a TEL Retailer (as set forth in the Governing Law) and to notify the TEL of any changes in its business, as required in the Act and the TEL Retailer Policies. The TEL Retailer Policies may be amended from time to time, in the sole discretion of the TEL, and, as and when amended, shall be effective as against Retailer.

2. **Term; Termination.** The term of this Retailer Contract shall begin as of the date it is executed by Retailer, as shown below, and shall remain in effect until terminated or not renewed. This Retailer Contract may be terminated by either party in accordance with the requirements of the TEL Retailer Policies or the Act. The TEL may cancel, deny, revoke, or terminate this Retailer Contract for any of the reasons set forth in Exhibit A, attached hereto and incorporated herein by reference, or a breach of this Retailer Contract. The chief executive officer of the TEL (the “*CEO*”) may temporarily suspend Retailer’s rights under this Retailer Contract without prior notice (written or otherwise), pending any prosecution, hearing or investigation, in accordance with the Act.

3. **Ticket Sales.** Retailer agrees to sell lottery Tickets for all the games it is authorized by the TEL to sell, and only at the Retailer Business Locations for which the TEL has issued a Certificate of Authority or at such temporary locations as authorized by the TEL. Retailer agrees that it shall sell no lottery Tickets in the State of Tennessee, except those provided for sale by the TEL. Retailer shall not sell lottery Tickets or pay prizes to persons under the age of 18. Retailer agrees that it shall sell lottery Tickets only at the prices, and only subject to the terms and conditions, determined by the TEL. The TEL will pay Retailer Commissions and other compensation for certain lottery Tickets sold and for certain winning lottery Tickets paid by Retailer in accordance with the Act and the TEL Retailer Policies.

4. **Electronic Funds Transfer.** Retailer shall have a fiduciary duty to preserve and to account to the TEL for all proceeds from the sale of lottery Tickets collected by it and shall be responsible for and liable to the TEL for all such proceeds. All proceeds from the sale of lottery Tickets and all other funds due the TEL shall constitute a trust fund in favor of the TEL until paid to the TEL. The Retailer agrees that the TEL may at any time demand payment of proceeds from the sale of lottery Tickets due to the TEL. Subject to the Act and the TEL Retailer Policies, Retailer agrees: (i) to maintain a separate bank demand account in the name of the Retailer as “Trustee for the Tennessee Education Lottery Corporation,” with a bank, acceptable to TEL, which is a member of an automated clearing house association (ACH); (ii) to deposit daily into that bank account all proceeds from the sale of lottery Tickets and other funds due the TEL; (iii) to authorize the TEL to initiate Electronic Funds Transfer (“*EFT*”) to and from that account for the net settlement amount due to or from the TEL from the sale and cashing of lottery Tickets; and (iv) that sufficient funds shall be available in the designated account on the dates specified by the TEL to cover the amounts due the TEL, as determined by TEL. Retailer shall be liable for the TEL’s costs, including but not limited to, any interest charges, court costs, filing fees, and lawyer’s fees in connection with any legal action brought by the TEL to recover past due amounts from Retailer. Amounts not paid to the TEL will be subject to interest charges as permitted by law.

5. **Prize Payments.** Retailer agrees to validate all lottery Tickets and to pay cash prizes up to and including \$599. Such payment for winning Tickets shall not be in amounts greater or less than the amounts authorized by TEL, and shall never be subject to restrictions or conditions other than those imposed by TEL.

6. **Promoting Sales.** Retailer agrees to prominently display, in locations accessible to the public, point-of-sale advertising and other public information material and supplies provided from time to time by the TEL and its vendors and suppliers. Retailer agrees that one or more of its employees shall attend all training sessions, as requested from time to time by the TEL. The TEL and its vendors and suppliers may provide certain equipment (such as Lottery Terminals, instant ticket vending machines, Ticket dispensers, lighted signs, satellite dishes, play stations, etc.) to be held in the custody and control of Retailer without any transfer of ownership of such equipment to Retailer. Retailer agrees to return any such equipment and supplies upon request of the TEL or its owner or upon termination or suspension of this Retailer Contract and agrees to be financially liable and responsible for the use, preservation and protection of such equipment and supplies, normal wear and tear excepted.

7. **Acceptance and Return of Instant Tickets.** Subject to the conditions and reporting requirements more fully set forth in the TEL Retailer Policies, Retailer shall have a fiduciary duty and responsibility to preserve and to account for all Instant Tickets accepted by the Retailer (or an employee of Retailer) from the TEL or its vendor. Retailer shall be financially responsible for any Instant Ticket Packs it is unable to locate or account for. The TEL will accept full and partial Instant Ticket Pack returns within three (3) weeks of the termination, cancellation, suspension, revocation or non-renewal of this Retailer Contract.

8. **Service Fees.** Retailer agrees that it is responsible for and shall pay to the TEL a \$15 per week service fee for each Terminal utilized.

9. **Assignment; Transfer of Ownership.** This Retailer Contract and any of Retailer’s Certificate(s) of Authority may not be assigned or otherwise transferred by Retailer without prior notice to and approval of the TEL, in accordance with the TEL Retailer Policies.

10. **Approval of Retailer’s Application.** The obligations of the TEL under this Retailer Contract are expressly conditioned on the approval by the TEL of Retailer’s application. Upon execution of this Retailer Contract, Retailer agrees to be bound by the Governing Law and the terms of this Retailer Contract.

11. **Contract Changes.** This Retailer Contract, including the Act and the TEL Retailer Policies, is the entire contract between the TEL and Retailer. This Retailer Contract shall supersede and replace any prior contract between Retailer and the TEL in its entirety for each Retailer Business Location listed below or in Schedule B to Part 1, attached hereto and incorporated herein by reference. This Retailer Contract may not be modified or amended except by a writing signed by both parties hereto or by amendment to the Act or the TEL Retailer Policies. Any changes, revisions, or amendments to this Retailer Contract made by Retailer prior to its submission to the TEL shall cause this Retailer Contract to become null and void. In the event of any conflict, the provisions of the Act shall govern the TEL Retailer Policies, and the TEL Retailer Policies shall govern the Retailer Contract.

IN WITNESS WHEREOF, the TEL and the undersigned Retailer have executed, or caused their respective duly authorized representatives to execute, this Retailer Contract as of the ___ day of _____, 20___.

(Corporate or Legal Name)

TENNESSEE EDUCATION LOTTERY CORPORATION

By: _____
(signature)

By: _____
Rebecca Paul, President & CEO

Printed Name and Title

(Store Name or d/b/a)

(Address of store)

EXHIBIT A
to
Retailer Contract

Notice of Specific Reasons for which a Retailer Contract may be Terminated

TEL may cancel, deny, revoke, suspend, terminate, or refuse to renew any Retailer Contract if a Retailer or any of its owners:

- a. violates or fails to comply with a provision of this Retailer Contract, the Act, or the TEL Retailer Policies; or
- b. violates Tennessee Code Annotated Title 39, Chapter 17, Part 6, relative to lottery or gambling offenses; or
- c. is or has been, or retains an employee involved in the sale of lottery Tickets who is or has been, convicted of a criminal offense related to the security or integrity of TEL or a lottery in any other jurisdiction; or
- d. is or has been, or retains an employee involved in the sale of lottery Tickets who is, or has been, convicted of any criminal offense involving gambling, theft, computer offenses, forgery, dishonesty or, unless the person's civil rights have been restored or at least five (5) years have elapsed from the date of the completion of the sentence without a subsequent conviction of a crime described above; or
- e. is or has been, or retains an employee involved in the sale of lottery Tickets who is or has been, convicted of any criminal offense involving unlawfully selling or providing a product or substance to a minor unless the offense involves a license violation where any sentence has been completed and the license restored, or unless the person's civil rights have been restored or at least five (5) years have elapsed from the date of the completion of the sentence without a subsequent conviction for the same offense.
- f. commits fraud, misrepresentation or deceit; or
- g. provides false or misleading information to TEL; or
- h. acts in a manner prejudicial to the security or integrity, or the public confidence in the security or integrity, of TEL; or
- i. conducts business for the sole purpose of selling lottery Tickets; or
- j. is licensed to provide deferred presentment services pursuant to T.C.A. 45-17-101 et seq.; or
- k. operates as a pawnshop; or
- l. is delinquent in the filing or payment of any federal, state or local taxes owed by it; or
- m. changes any Retailer Business Location for which TEL has issued a Certificate of Authority under this Retailer Contract; or
- n. fails to accurately or timely account for proceeds or prizes from the sale of lottery Tickets; or
- o. fails to accurately or timely account for lottery Tickets received from TEL; or
- p. fails to maintain a minimum level of sales, as established by TEL from time to time; or
- q. changes the ownership of Retailer in violation of the TEL Retailer Policies without prior written notice to and consent of TEL; or,
- r. files for or is placed in bankruptcy, receivership, insolvency or similar proceedings or fails to pay its debts as they become due; or
- s. resides in the same household as any director, officer or employee of TEL; or
- t. contracts with any other person or entity for lottery goods or services to be used within the State of Tennessee without the prior written approval of TEL; or
- u. fails to meet any of the objective criteria in the Act or established by TEL for a Retailer to sell lottery Tickets at a Retailer Business Location, or
- v. in the event Retailer experiences any material change, as determined to be material in the sole discretion of TEL, in any matter considered by TEL in entering into this Retailer Contract; or
- w. fails to maintain the designated account from which Electronic Funds Transfers (EFT) payments are to be made, fails to authorize TEL to initiate EFT transactions to and from such designated account, or fails to have sufficient funds available in such designated account on the dates specified by TEL; or
- x. fails to operate lottery Terminal during the hours of operation of the lottery; or
- y. fails to pay cash winnings up to \$599; or
- z. fails, or has an employee who fails, to accurately and truthfully complete a Winners Claim Form when claiming a lottery prize of \$600 or more; or
- aa. sells lottery Tickets that has part or all of the play area defaced, scratched or in a condition whereby the play symbols have been revealed, in whole or in part; or
- ab. pays, or has an employee that pays, less than the full amount of a claim on a winning lottery Ticket or accepts remuneration in any form for the cashing of Tickets.