Terms and Conditions

For Application For Ohio Lottery Retailer License

Compliance with Lottery Act and Rules: Each Licensed Retailer Sales Agent ("Retailer") of the Ohio Lottery Commission ("Lottery"), that is granted a Lottery Retailer Sales License ("Lottery License"), is bound by and must comply with the Lottery Act (Chapter 3770 of the Ohio Revised Code (ORC)) and any amendments thereto, as well as all rules, policies, conditions, regulations, standards and orders adopted, promulgated or issued thereunder by the Lottery pursuant to Chapter 3770 of the ORC, Ohio Administrative Code (OAC), and/or the Director of the Lottery ("Director"), including the Retailer Operating Procedures Manual, which will be provided by the Director. Retailers are not employees of the Lottery, and therefore, serve as independent contractors in their dispensing of Lottery products.

INDEMNIFICATION

Each Retailer agrees, that in addition to the assurances and protections contained herein, that it will indemnify and hold harmless the Lottery, its Director, Commissioners, employees and the State of Ohio for any cost, expense, damage or liability arising from a Retailer's acts or omissions, or acts or omission of the Retailer's employees, relatives, or agents, in the conduct of any and all Lottery sales.

LICENSE FEES

Each Retailer must pay to the Lottery a one time $50.00 non-refundable license fee. This $50.00 license fee will be collected through your Electronic Funds Transfer (EFT) account as an adjustment reflected on the Retailer invoice report.

OTHER FEES

- A Retailer may be charged additional fees at the discretion of the Director, which will appear on the Retailer's weekly invoice.
- A Retailer is responsible for costs associated with its obtaining a bond or participating in the Liability Deposit Program, if eligible.
- A Retailer may be charged installation or removal/replacement fees for Lottery provided equipment.

BONDING

Each Retailer is required to furnish a surety bond in an appropriate amount as determined by the Director. The Director may require additional bonding at any time. Eligible Retailers will be able to deposit an appropriate monetary amount with the Lottery in lieu of the required bond amount.

SALE OF LOTTERY TICKETS

Each Retailer will sell every Lottery ticket at face value and participate in every Lottery Game assigned to that Retailer. Each Retailer further agrees to use its best efforts to sell Lottery tickets. Lottery Games include, but are not limited to, scratch-off tickets, draw-based, monitor, and terminal-based games. (For purposes of this document, draw-based games include monitor and terminal-based games.)

Each Retailer agrees to prominently display all point-of-sale materials as required by the Director. Each Lottery License authorizes the sale of tickets only at the address on the face of its license (Retailer Location) and Retailers may only sell the games of chance authorized by the Director. Tickets may be sold only by the Retailer or by its employees at said Retailer Location, unless otherwise authorized by the Lottery. Each Retailer is eligible for any bonus or incentive compensation awards for tickets sold to a person physically located at the licensed Retailer Location. The bonus and/or incentive awards may, from time to time, be authorized by the Director. Each Retailer must comply with all procedures relating to the Lottery Ticket Accounting System in accordance with OAC Rule 3770-4-06, the Retailer Operating Procedures Manual, and the sections on Stolen and Destroyed Tickets.

SALES

The Lottery must approve the terms of sale and payment, and Retailers must only sell tickets on such terms.

FINANCIAL RESPONSIBILITY

SCRATCH-OFF TICKETS: In accordance with the Retailer Operating Procedures Manual, proceeds from the sale of any book of Lottery tickets become due to the Lottery upon any of the following, whichever occurs first:

- whenever the book is "MARKED SOLD," as described in the Float Policy described below;
- upon the 65th day of activation, as described in the 65-Day Auto-Settlement Policy described below:
- upon the closeout date of the game corresponding with that book; or
- when 95% of low tier winning tickets are validated in that book.

The Director or the Director's Designee may order that tickets not be issued to a Retailer who has failed to clear its account. Retailers who fail to make timely payment will be subject to the penalties as described in Retailer Strike Policy found in the Retailer Operating Procedures Manual) .

65-DAY AUTO-SETTLEMENT

In accordance with the Retailer Operating Procedures Manual , all books activated for 65 days will automatically be marked sold by the Lottery on the 65th day after the book's initial activation. There may be game-specific exceptions to this Policy at the Lottery's discretion. The 65-Day Auto-Settlement Policy does not affect the Retailer's responsibility to "MARKED SOLD" any book that has been sold prior to the 65th day.

FLOAT

In accordance with the Retailer Operating Procedures Manual , the Lottery requires all Retailers to "MARKED SOLD" through the gaming terminal, any book of Scratch-off tickets issued to it when the book is sold and is no longer in the Retailer's ticket inventory. The Lottery may also determine that a book of tickets is to be "MARKED SOLD" when a minimal number of tickets remain unsold, or when the redemption count of a book reaches 95 percent, whichever is less. Failure by a Retailer to "MARKED SOLD" any book of tickets is considered "FLOAT," and is a violation of the Float Policy. This violation may result in suspension and/or revocation of the Retailer's Lottery License.

ACCESSIBILITY

Each Retailer must use its best efforts to make tickets easily available and accessible to the public and to encourage their sale as outlined in the Retailer Operating Procedures Manual.

EQUIPMENT

The Lottery will provide wager processing equipment and/or ticket display units to the Retailer. The Retailer is responsible for the security of that equipment as described in the Retailer Operating Procedures Manual and the Retailer Reference Guide. Equipment provided, including the number and type, will be done at the discretion of the Lottery.

MARKETING

The Director will initiate marketing and promotional programs and will provide Retailers with such sales materials as deemed appropriate. Retailers must use all such materials in accordance with the instructions of the Lottery Retailer Operating Procedures Manual.

WAGER PROCESSING

Each Retailer must always serve any customer waiting in line before accepting any large block orders for tickets as referenced in Retailer Operating Procedures Manual. In this regard, Retailers may not accept mail orders, phone orders, or bulk delivery of orders.

Retailers may only accept original Lottery playslips that have been completed by hand or using the Lottery application with an official digital playslip / QR code. Retailers may not accept automated playslips from any customers playing Lottery draw-based games, unless authorized by the Director to do so.

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SECURITY

Each Retailer is responsible for the security of Lottery products, equipment and/or storage units and the proceeds from the sale of Lottery products. Retailer Operating Procedures Manual.

The Retailer must comply with the Retailer Operating Procedures Manual sections on Stolen or Destroyed Tickets.

- The Lottery strongly encourages Retailers to have security camera coverage within the retail stores.

SALES PROCEEDS/ELECTRONIC FUNDS TRANSFER (EFT)

The relationship between the Lottery and its Retailers is one of trust. A Retailer collects funds on behalf of the Lottery through the sale of Lottery tickets, for which the Retailer receives compensation.

Each Retailer is financially responsible to the Lottery for all revenues derived from draw-based games and Scratch-off Ticket Games as recorded in the Lottery Gaming System.

Each Retailer must promptly pay all monies due to the Lottery at the designated time. Each Retailer must establish an account at a financial institution into which the funds due to the Lottery can be electronically transmitted to the Lottery. Delay or improper payment may result in terminal deactivation in accordance with ORC 3770.05, OAC Rule 3770-3-01 and the Lottery's Strike Process, set forth in the Retailer Operating Procedures Manual. Each Retailer understands the Strike Process, and that a violation may result in its equipment being deactivated and/or confiscated, the Retailer being fined and/or revocation of the Retailer's License. Directors, officers and controlling shareholders of a Retailer's corporate entity may be held personally liable for any funds owed to the Lottery.

TICKET SALES RESPONSIBILITY

Each Retailer is solely responsible for the safety and security of all Scratch-off tickets delivered to it by the Lottery. On the dates and in the manner set out in the Retailer Operating Procedures, each Retailer must account for such tickets, together with all unsold Scratch-off tickets, to its assigned Lottery Sales Representative or any Representative of the Lottery. Any Scratch-off tickets which are not returned or properly accounted for on the specified date will be deemed to have been sold by the Retailer. The Lottery may withhold subsequent issues of Scratch-off tickets from a Retailer that has not fully accounted for and paid for tickets previously issued to it.

RECORDS AND AUDITS

Each Retailer acknowledges, by signing these Terms and Conditions, that the Auditor of the State and/or the Lottery has permission to examine all paper or electronic records, files, and other documents of the Retailer, which pertain to its activities as a Lottery Retailer, for the purpose of conducting authorized audits.

Such visits and examinations may be announced or unannounced at the Director's discretion.

PAYMENT OF PRIZES

Each Retailer must provide all prize redemption and claims services regardless of where a ticket is purchased. In this regard, a Retailer must have funds on hand to pay all prizes of up to $599.00. In accordance with OAC Rule 3770-4-09(C) and the Retailer Operating Procedures Manual, a Retailer may not cash winning tickets greater than $599.00, unless authorized by the Director to do so. A Retailer is liable for any prizes paid on improperly validated tickets or prize amounts not validated through the Lottery's Gaming System.

POINT-OF-SALE ("POS") INFORMATION

Each Retailer agrees to find out the winning numbers and post them in a prominent place. The posting shall be with other Lottery provided postings concerning prizes. This must be done soon as possible following the drawing of draw-based games, or after receipt of such information. Each Retailer further agrees to make available to its customers Lottery provided how-to-play information concerning draw-based games, as well as customer play slips.

Each Retailer receives and agrees to post Lottery provided information about Scratch-off Games, how-to-plays, as well as information about prizes remaining in various Scratch-off Games on sale.

The Lottery bears no liability for a Retailer's failure to post POS information, for posting unauthorized POS or providing inaccurate information/statements.

ADDITIONAL RETAILER DUTIES

- Prior to the installation of a Lottery Gaming Terminal, each Retailer must attend all training sessions that the Lottery determines necessary to ensure that the Retailer and its employees are properly trained in the operation of the Lottery Gaming Terminal for the sale of Lottery game tickets, as well as the validation and settlement system.
- Each Retailer must make the Lottery Gaming Terminal available for the sale and cashing of tickets during the hours and days that the Retailer's business is open. Retailers with a gaming terminal are encouraged to remain open for a half-hour after the last drawing of the day.
- Prior to the installation of the Lottery Gaming Terminal, and at the expense of the Retailer, a dedicated circuit, solely used for the Lottery equipment, must be provided as described in the Terminal Installation Package provided by the Lottery. Each Retailer must pay all electrical costs and charges in connection with the terminal operation. Each Retailer is responsible for maintaining adequate insurance on all Lottery equipment.
- Each Retailer must place the gaming terminal within the Retailer location on a site approved by the Lottery.
- Each Retailer must exercise due diligence in the operation of the Scratch-off ticket validation and/or draw-based gaming terminal(s) and notify the Lottery immediately of any communication system or gaming terminal malfunction. Each Retailer is responsible for the physical security of all Lottery equipment. A Retailer must refrain from performing mechanical or electrical maintenance and repairs to any gaming equipment or system communications.
- The Lottery provides ticket paper stock, and each Retailer is responsible for terminal paper stock storage. Each Retailer is responsible for the replenishment of paper stock in the terminal and place an order for additional paper stock as necessary. Paper stock needs to be confirmed upon delivery from the Lottery. Paper stock is assigned to each individual Retailer location and cannot be transferred to any other Retailer location, unless a Lottery Representative performs this function. Retailers that share or use ticket stock assigned to another Retailer location will be subject to suspension or revocation of their Lottery License.

GROUNDS FOR SUSPENSION OR REVOCATION OF A LICENSE

Each Retailer herein acknowledges the authority of the Director to suspend or revoke the Lottery License of any Retailer for any of the following reasons.

Violation of any of the conditions or provisions contained or referenced herein, Title 29 Chapter 2915 of the ORC, Title 37 Chapter 3770 of the ORC and Chapter 3770 of the OAC, or any other Lottery policy, may be cause for the Lottery to suspend or revoke a Retailer's license to sell Lottery games. FURTHER, the Lottery reserves the right to suspend or revoke the Lottery License of a Retailer if such Retailer engages in conduct including, but not limited to, the following:

- A Retailer is not the owner or lessee of the business location at which it will conduct the sale of Lottery games using a Lottery License;
- Failing to meet the monthly minimum sales volume required by the Lottery (minimum monthly sales volumes for Retail locations may be changed by the Lottery at its discretion);
- Making a fraudulent misrepresentation in connection with the application for a Retailer License;
- A Retailer's conduct, or the conduct of any of its employees or relatives, as a Lottery License holder;
- Selling Lottery tickets as the Retailer's sole business, occupation or activity;
- Selling Lottery tickets to anyone under the age of 18;
- Selling more than $700 per week per debit or credit card in Lottery tickets;
- Selling Lottery tickets at a price that is different from the price fixed by rules of the Lottery and stated on the face of the ticket;
- Allowing a person other than a licensed Retailer's principal owner, or its employees, to sell Lottery tickets;
- Selling out-of-state lottery games without qualifying to sell such tickets,

engaging in block betting, or other schemes of chance not endorsed or approved by the Lottery;

- Failing to make the required weekly EFT to the Lottery in a prompt, timely and accurate fashion;
- Accepting payment in the form of anything other than cash, credit/debit cards, mobile digital cash, or via a digital wallet, but failing to ensure that those funds are readily collectible from the customer to back the sale at the point of purchase;
- Paying the holder of a winning ticket or game an amount less than the full prize amount for which the ticket or game is redeemable or submitting in its name, or in the name of any of its principals or employees, a prize claim that originally was presented for payment by another holder of the winning ticket on a game to whom the Retailer paid a discounted prize amount or from whom the Retailer received payment in return for making the claim;
- Failing to maintain a bond or deposit as required by the Director;
- Cross-promotion of Lottery products involving alcohol, tobacco or other controlled substances;
- Conducting raffles in conjunction with Lottery daily drawings or conducting of a raffle in violation of ORC 2915.092;
- Having unregulated skill-based amusement machines at the business location at which it conducts the sale of Lottery games in violation of OAC, Section 3772-50; and/or
- Engaging in prize discounting which is prohibited under rule 3770-3-01 of the OAC.
- Selling Lottery products to a customer that total more than $700 per week by debit card, credit card, **or any other form of electronic payment.**

PROHIBITION

Neither a Retailer, nor any person on behalf of a Retailer, or any other entity, directly or indirectly, will invite, solicit, demand, offer or accept payment, contribution, favor or other consideration to influence the award or retention of a Lottery License. Whoever engages in such conduct, or who sells a ticket to a minor, or who sells Lottery tickets at prices greater than those fixed by the Lottery is guilty of a misdemeanor in the third degree.

INTENT TO SELL, CEASE OPERATION OR RELOCATE

Lottery Licenses are not transferable, and the Lottery does NOT recognize any management agreement that attempts to do so. In the event a Retailer is selling its business to an entity that desires to become licensed, it is imperative for the buyer to contact the Lottery immediately to apply for a license in order to avoid an interruption in sales.

A Retailer must notify the Lottery at least 60 days in advance of the Retailer's intent to sell, cease operations or relocate the business either temporarily or permanently.

A Retailer must notify the Lottery at least 14 days in advance of any decision to close or change the location of the established EFT Bank Account in which the Retailer deposits monies due to the Lottery. In the event a Retailer ceases to sell tickets for any reason whatsoever, the Retailer must immediately cease to display any advertising pertaining to the sale of Lottery tickets regardless of whether such advertising was provided by the Lottery, by the Retailer, or by any other source.

LIABILITY DEPOSIT APPLICATION (IF APPLICABLE)

Pursuant to Section 3770.05 of the ORC, if the Director approves, a Retailer may substitute a refundable deposit in lieu of a surety bond. The cash deposit will take the place of the surety bond in securing the Lottery from liability regarding default of payment for monies owed. By placing a refundable deposit with the Lottery for the purpose of a Lottery payment guarantee, I understand and agree to be bound by the terms and conditions outlined in this document.

This is a voluntary program and at any time the Lottery may cancel this program, requiring each participant to obtain a surety bond within 30 days. The deposit would be refunded based on the terms of this document.

- The deposit is a guarantee against any monies due to the Lottery. Failure to make timely payments to the Lottery may result in an exclusion from the Liability Deposit Program (LDP), at which time a surety bond will be required.
- The Lottery will use tools to help monitor the Retailer's liability limit, however, any liability incurred by the retail location is the responsibility of the principal.
- Nonpayment of invoice results in forfeiture of your deposit and the Lottery will initiate the cancellation process for the retail location. Failure to pay will result in the amount owed being reported to the Ohio Attorney General's office for collection.
- A refund will only be issued after the final billing cycle has been paid, or upon obtaining a surety bond. The refund for the total deposit balance
- will be electronically deposited into the bank account used by the Retailer for lottery transactions. Retailer's account must remain open until the refund is received.
- If a Retailer utilizing the Liability Deposit Program reaches their liability limit at any time during the week, their terminal(s) will automatically suspend sales. The Retailer will still be able to cash tickets. Cashing tickets will in turn lower the Retailer's current liability, which will allow the terminal to begin selling tickets again. The Retailer will also be able to pay off the amount owed or increase the deposit amount during normal Lottery business hours.
- If a Retailer reaches their liability limit three times within a six-month period they will be required to increase their deposit.
- The liability limit for each retail location will be reviewed on an annual basis, at which time the deposit may require an increase.

THE RETAILER AGREES TO THE FOLLOWING TERMS, OBLIGATIONS AND RESPONSIBILITIES REGARDING ALL LOTTERY AUTHORIZED EQUIPMENT (IF APPLICABLE).

- The Retailer acknowledges that this application does not guarantee approval or placement of any of the Lottery's equipment or self-service equipment.
- The Retailer must not have illegal gambling devices at their business premises at any time while licensed by the Lottery.
- Meet the minimum sales levels established by the Lottery in order to retain the equipment. The Lottery reserves the right in its discretion to change or remove any Lottery authorized equipment, if acceptable levels of revenue are not met on a weekly basis.
- Maintain the appearance of all authorized Lottery equipment in a clean, businesslike manner.
- Utilize only Lottery-approved materials in and on any Lottery equipment or peripheral equipment, including but not limited to, the display windows, advertising panels and on top of the machine.
- At all times maintain adequate stock to prevent lost sales and to follow suggested Plan-O-Gram for ticket placement and limit any stock outages.
- Place any Lottery authorized equipment where it will be easily accessible to the public during normal business hours as recommended by a Lottery Representative and be visible to store personnel to minimize possibility of sales to individuals under the age of 18.
- Relocation or movement of any Lottery authorized equipment is not permitted without prior approval of the Lottery.
- The Retailer is financially responsible for all costs associated with the replacement of the locks, keys, T-handle mechanism, and any other authorized equipment.
- It is the Retailer's responsibility to perform any troubleshooting request from the Lottery's Gaming System Vendor before Lottery dispatches a service technician.
- Retailers must display the Ohio Problem Gambling Helpline phone number and any Responsible Gambling material provided by the Lottery.

LOTTERY RETAILERS OFFERING LOTTERY COURIER SERVICES.

A Lottery Courier Service (LCS) means a person or business entity that purchases the Lottery's products on behalf of individuals within Ohio and delivers said products to those individuals within Ohio as a for-profit service.

If an LCS applies to become a Retailer or if a Retailer chooses to partner with

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a LCS, the Retailer must comply with all terms and conditions with particular attention to the following section. The Lottery reserves the right to review all entities or persons affiliated with the LCS. This will include a check of the financial responsibility and a criminal background check of applicable members of the LCS. The Lottery will also substantiate the moral character and integrity of the owners, operators, directors, key personnel and employees of each LCS desiring to become licensed or partner.

All Retailers MUST disclose their intent to become, or partner with, an LCS and MUST also contact the Lottery for approval before commencing any such Lottery sales. In doing so, the Retailer must notify the Lottery in writing of the identity of the LCS and deliver a letter of confirmation from that LCS explaining the parameters of the proposed relationship. Failure to do so will result in an immediate license suspension and potential license revocation.

Any retailer offering courier services is not eligible for any current or future retailer incentives or bonuses.

COURIER RESPONSIBILITIES

- Retail business hours are shared with the Lottery, including both front-end and back-office operations for couriers. Lottery Courier Back-office hours of operation must be approved by the Lottery.
- "Know Your Customer" (KYC) Practices: In order to follow the rules of the Lottery as well as the applicable federal laws, there must be adherence to effective KYC practices, including age, identity, and geolocation verification, to ensure compliance with legal requirements and to maintain the integrity of the Lottery system.
- Every LCS is required to order and scan every ticket (front and back) and deliver the scanned ticket to the customer within a reasonably designated time frame.
- A LCS will maintain an internet site which will prominently display a gambling addiction warning and information where to seek help for a gambling problem, including the Ohio Problem Gambling Helpline.
- All physical draw game tickets ordered on behalf of a customer must be stored securely in a safe or vault meeting the minimum fire rating of Class 150-1 Hour issued by Underwriter Laboratories Inc. or an equivalent rating approved by the relevant regulatory commission. The premises housing such safe or vault must be protected by a burglary alarm system with 24-hour central station monitoring.
- All gaming platforms, including random number generators, customer identity verification, and geolocation services, used by the courier, must undergo testing by a certified, independent gaming laboratory for approval.
- Personal information of the customer, including credit, debit, or any other banking information, must be always and at all times, safeguarded by the LCS.
- A transparent process must be provided to redeem winning tickets, satisfying both the customer and regulatory requirements.
- The LCS is responsible for retaining tickets until a time following the applicable claim period, as per Lottery regulatory guidelines.
- A Lottery customer utilizing a LCS will always and at all times, have the option to obtain the physical ticket for purpose of redemption.
- The LCS may not charge as a fee, accept as a gift, or otherwise collect as a direct or indirect result of its operation as a courier service any portion or percentage of any Lottery winnings.
- A LCS and its employees will not enter non-winning Lottery tickets into the Lottery's reward program or promotion.
- The Lottery requires each LCS to have security camera coverage which includes, but not limited to on the processing floor, at entrances, at exits, and any safes that are used. LCS must have storage for 90 days of the video surveillance. Any breach must be reported to the Lottery within 24 hours. The Lottery reserves the right to request access at any time.
- The LCS must have an independent certified verification of all geolocation, identity check and RNG devices every three (3) years, aligning with the Retailer License renewal.
- The Lottery is not liable for any losses or damages arising from the use of an LCS, including but not limited to lost or stolen tickets, delays in ticket delivery, or errors in scanning.
- Customers are responsible for ensuring the accuracy of the information provided for ticket purchase and delivery.
- Draw-based Game Sales and Liability - LCSs are responsible for monitoring draw games to ensure they have not reached their liability limit as specified by Lottery regulations. If a draw-based game has reached its liability limit, couriers must cease selling tickets for that game and ensure refunds are issued to players who have placed orders prior to the restriction being implemented in their system.

COMPLIANCE WITH LAWS

The LCS must operate in compliance with all Federal and Ohio applicable laws and regulations governing Lottery services, including, but not limited to, "Anti-Money Laundering" (AML) and "Counter-Terrorism Financing" (CTF) regulations. Couriers also have the right to terminate services to any customer found to be in breach of these terms and conditions or engaged in fraudulent activities.

OVERSIGHT/AUDIT PRACTICES

- The Lottery will provide significant oversight of all LCS operations, including reviewing, approving, and monitoring their internal-control processes. This oversight extends to issues such as responsible gaming, AML, CTF and KYC practices.
- The Lottery will develop and adhere to standing policies that require immediate, complete responses from LCS when issues arise. Problems must be resolved and addressed to the satisfaction of all parties as quickly and completely as possible.
- The Lottery will continue to adopt practices and public statements to notify the public, especially Lottery players, that LCSs are private entities separate from the Lottery.
- A variety of departments at the Lottery, including Internal Audit, Legal, Sales and Finance, will be assigned to courier oversight duty to review and monitor courier operations on a daily or near-daily basis.

ACKNOWLEDGEMENT

Each Retailer attests that the information it provided on the application/license renewal and all attachments will be true and complete. Each Retailer understands and acknowledges that any falsification or misrepresentation provided in this application/license renewal is subject to immediate denial or revocation of a Lottery License. Each Retailer agrees that the Lottery Director may undertake investigations permitted by the Lottery Act (ORC Chapter 3770) in order to satisfy the conditions for licensing Retailers. These investigations may include without limitation, credit reviews, inspections of Retailer's premises, and inspection of law enforcement and other official records. Each Retailer acknowledges that when it signs the licensing application/renewal, it has read and understands the conditions set out in this Terms and Conditions document and agrees to observe and be bound by them. Each Retailer acknowledges that the Director is not obligated to issue a license/renewal and can suspend or revoke the Lottery License at any time in accordance with the Ohio Administrative Procedures Act. Each entity holding a Lottery License agrees to be bound by, and will observe, the conditions listed on the application, and in Chapter 3770 of the ORC and the OAC, and the Lottery Retailer Operating Procedures Manual. This acknowledgement applies also to Retailers submitting Lottery License renewal information.

Signature _____ Date _____