

OLC Operating Procedure 954

Former game rule number 3770:1-9-954

Effective: April 2, 2021

(A) Title and term. Ohio lottery commission game rule number nine hundred fifty-four, "Lucky for Life," is a statewide joint lottery game and shall be conducted at such times as the Ohio lottery commission determines.

(B) General Design.

(1) "Lucky for Life" is a statewide joint lottery game that is based on an agreement for the sale of "Lucky for Life" by participating "Party Lotteries."

(2) As used in this rule, "Lucky for Life" shall hereinafter be referred to as "game number nine hundred fifty-four" as it applies to statewide ticket sales in Ohio conducted by the Ohio lottery commission for draws beginning on or after November 16, 2015.

(3) State lottery management of the game, collectively as the "Lottery Management", are offering the Game for sale.

(4) In addition to the "Lottery Management", other lotteries may, from time to time, offer "Lucky for Life" in their respective jurisdictions (collectively the "Licensee Lotteries").

(5) As used in this rule, "Party Lotteries" shall mean "Lottery Management" and the "Licensee Lotteries."

(6) Game rule number nine hundred fifty-four shall be conducted in accordance with this rule and the "Official Game Rules" approved by the "Party Lotteries" on December 11, 2020 (hereinafter "Group Rules"). The "Group Rules" are incorporated by reference as if fully set forth herein and shall be posted on the Ohio lottery commission website. The "Group Rules" may be accessed by going to the link <https://www.ohiolottery.com/Claiming/RulesAndRegulations> and clicking on the "Lucky for Life" tab.

(7) Unless otherwise set forth in this rule, "Set Prize" means all other prizes except the "Top Prize" and "Second Prize" that are advertised to be paid by a single cash payment.

(8) As used in this rule "Top Prize" shall mean the top prize tier in game number nine hundred fifty-four.

(9) As used in this rule "Second Prize" shall mean the second prize tier in game number nine hundred fifty-four.

(10) As used in this rule, "Published Notice" shall mean notice of the amount of and changes to the "Cash Option" which shall be posted on the "Lucky for Life" website or the Ohio lottery commission's website at least thirty (30) days prior to the first drawing to which it is applicable.

(11) As used in this rule, "Annuitized Payment Option" shall mean the manner in which the "Top Prize" or "Second Prize" may be paid in equal payments or installments. The "Annuitized Payment Option" shall be calculated on an annual basis. The schedule of payments shall be determined at the discretion of the director of the Ohio lottery commission.

(12) "Cash Option" shall mean the manner in which the "Top Prize" or "Second Prize" may be paid upon the winner's request in one single cash payment as an alternative to the "Annuitized Payment Option." "Lump Sum Cash Payment" shall mean the manner in which the "Top Prize" or "Second Prize" is required to be paid in one single cash payment when the liability limit is exceeded and no "Annuitized Payment Option" is available, as set forth in this rule.

(13) Each ticket in game number nine hundred fifty-four shall be imprinted with one set of five unique numbers from a set of numbers, one through forty-eight inclusively "field one," and one unique number from a second set of numbers, one through eighteen, inclusively "field two," as determined by choice of the ticket purchaser or the auto pick feature on the gaming system, and recorded on the ticket at the time of the purchase. Players may use a bet card to have the auto pick feature select their numbers in either field one, field two or both fields. Bet cards are available at no cost to the player and shall have no pecuniary or prize value, nor shall a bet card constitute evidence of purchase or number selection. When a player verbally places a "Lucky for Life" wager, the player

must either manually select the numbers from field one and the "Lucky Ball" or request usage of the auto pick feature to select numbers from "field one" and the "Lucky Ball" which is defined in the "Group Rules." A player may also place a wager through other means that are approved by the director.

(14) As used in this rule, game number nine hundred fifty-four winning numbers shall be randomly selected during each official "Lucky for Life" drawing, and shall consist of five numbers selected from a field of numbers one through forty-eight inclusively, and one number, the "Lucky Ball," selected from a second field of numbers one through eighteen inclusively. Holders of valid winning tickets for a given drawing bearing the numbers drawn in that drawing, in whole or in part, shall be entitled to the prize award in accordance with the applicable section(s) of this rule.

(C) Price of tickets. The price of a "Lucky for Life" wager in game number nine hundred fifty-four shall be two dollars. The player may purchase up to the number of wagers per ticket, or multiples thereof, as designated by the director if a multi-draw wager is requested at the player's discretion in accordance with the number of panels and inclusive drawings.

(D) Structure, nature and value of prize awards. Based upon the numbers drawn in each regular drawing for game nine hundred fifty-four, prizes shall be awarded to holders of valid winning tickets for that drawing as follows:

(1) For each ticket bearing a selection which matches none of the five numbers drawn for field one, and matching the one number for field two, the player shall be entitled to a set prize award of four dollars.

(2) For each ticket bearing a selection which matches one of the five numbers drawn for field one, and matching the one number for field two, the player shall be entitled to a set prize award of six dollars.

(3) For each ticket bearing a selection which matches two of the five numbers drawn for field one, and no matching number for field two, the player shall be entitled to a set prize award of three dollars.

(4) For each ticket bearing a selection which matches two of the five numbers drawn for field one, and matching the one number for field two, the player shall be entitled to a set prize award of twenty-five dollars.

(5) For each ticket bearing a selection which matches three of the five numbers drawn for field one, and no matching number for field two, the player shall be entitled to a set prize award of twenty dollars.

(6) For each ticket bearing a selection which matches three of the five numbers drawn for field one, and matching the one number for field two the player shall be entitled to a set prize award of one hundred fifty dollars.

(7) For each ticket bearing a selection which matches four of the five numbers drawn for field one, and no matching number for field two, the player shall be entitled to a set prize award of two hundred dollars.

(8) Except as otherwise provided in this paragraph, for each ticket bearing a selection which matches four of the five numbers drawn for field one, and matching the one number for field two the player shall be entitled to a set prize award of five thousand dollars.

(a) Payment of five thousand dollar prize. The prize under this paragraph will be paid as a five thousand dollar "Set Prize," except that if there are more than one thousand winners of this prize level in a single drawing, the total prize liability of five million dollars will be split equally among the winners. Under no circumstances will the value of the prize under this paragraph fall below a minimum prize value of two hundred dollars per winner, regardless of the number of winners. Prizes under this paragraph will be rounded to the nearest whole dollar and paid in a single cash payment.

(9) Except as otherwise provided in this paragraph, for each ticket bearing a selection which matches five of the five numbers drawn for field one, and no matching number for field two, the player shall be entitled to a "Second Prize" award of twenty-five thousand dollars per year for the player's natural life before taxes, or the "Cash Option."

(a) Payment of a "Second Prize."

(i) One to twenty "Second Prize" winners. If there are between one and twenty "Second Prize" winner(s), the annuitized prize value will be twenty-five thousand dollars per year for life. Any of these one to twenty "Second Prize" winner(s) may choose the "Second Prize" "Cash Option" as an alternative to the "Annuitized Payment Option." The amount of the "Cash Option" for this category will be set forth in the "Published Notice."

(ii) Twenty-one or more "Second Prize" winners. If there are twenty-one or more "Second Prize" winners, the second prize liability shall be capped at nine million four hundred thousand dollars, shall be split equally among all "Second Prize" winners, and shall be paid in a single "Lump Sum Cash" payment, without an "Annuitized Payment Option." The minimum prize value for this category shall not be less than any lower tier prize paid in that respective drawing.

(iii) The Winner(s) of the "Second Prize" who do not request the "Cash Option" shall be paid their appropriate "Second Prize" share on an annual basis for a minimum period of twenty years. The initial "Second Prize" payment will be made when the prize is claimed at the selling lottery's headquarters; subsequent "Second Prize" payments will be made annually thereafter.

(iv) Measuring Life. For a single wager, the measuring life of a "Second Prize" winner used to determine the duration over which the "Second Prize" is paid, shall be the natural life of the individual determined by the selling lottery to be the "Second Prize" winner. If the "Second Prize" under a single wager is being claimed by more than one natural person or by a legal entity, the measuring life for that "Second Prize" winner shall be twenty years.

(v) If paid in a "Lump Sum Cash Payment," "Second Prize" amounts will be rounded to the nearest whole dollar.

(10) Except as otherwise provided in this paragraph, for each ticket bearing a selection which matches five of the five numbers drawn for field one, and matching the one number for field two, the player shall be entitled to a "Top Prize" award of seven thousand dollars per week for the player's natural life before taxes, or the "Cash Option."

(a) Payment of "Top Prize"

(i) One "Top Prize" winner. If there is one "Top Prize" winner, the annuitized prize value will be seven thousand dollars per week for life. As an alternative to the "Annuitized Payment Option" the "Top Prize" winner may request the "Top Prize" "Cash Option" in the amount set forth in the "Published Notice."

(ii) Two to fourteen "Top Prize" winners. If there are between two and fourteen "Top Prize" winners, the "Annuitized Payment Option," based on an annuitized prize value of seven thousand dollars per week, will be divided by the total number of "Top Prize" winners. The minimum annuitized prize value for this category will be five hundred dollars a week for life. Any of these two to fourteen "Top Prize" winners may choose the "Cash Option" as an alternative to the "Annuitized Payment Option." The amount of the "Cash Option" for this category will be the amount of the "Top Prize" "Cash Option" set forth in the "Published Notice," divided by the total number of "Top Prize" winners. The minimum "Cash Option" for this category will be the amount set forth in the "Published Notice."

(iii) Fifteen or more "Top Prize" winners. If there are fifteen or more "Top Prize" winners, the "Top Prize" liability shall be capped at seven million one hundred twenty-five thousand dollars, shall be split equally among all "Top Prize" winners, and shall be paid in one "Lump Sum Cash Payment," without an "Annuitized Payment Option." The minimum prize value for this category shall not be less than any lower tier prize paid in that respective drawing.

(iv) The winner(s) of the "Top Prize" who do not request the "Cash Option" shall be paid their appropriate "Top Prize" share on a weekly basis, or according to such other schedule of payments authorized under this rule for a minimum period of twenty years. The first "Top Prize" payment will be made when the prize is claimed at the selling lottery's headquarters.

(v) Measuring Life. For a single wager, the measuring life of a "Top Prize" winner used to determine the duration over which the "Top Prize" is paid, shall be the natural life of the individual determined by the selling lottery to be the "Top Prize" winner. If the "Top Prize" under a single wager is being claimed by more than one natural person or by a legal entity, the measuring life for that "Top Prize" winner shall be twenty years.

(vi) If paid in a "Lump Sum Cash Payment," "Top Prize" amounts will be rounded to the nearest

whole dollar.

(11) In a single game number nine hundred fifty-four drawing, a claimant may win in only one prize category per wager as a result of processing winning numbers selected in either one or both of the fields of play, and shall be entitled to only the highest prize level won.

(12) Payment of prize payments upon the death of a prize winner. In the event of the death of a prize winner, payments will be made in accordance with rule 3770:1-8-01 of the Administrative Code relating to payment and calculation of the cash value of prize payments in a statewide joint lottery game upon the death of a prize winner.

(E) Frequency and location of prize drawings. Drawings shall be held at such times and places determined by the "Lottery Management."

(F) Manner of prize drawings.

(1) Prize drawings shall be open to the public and may be held at such places and times in any "Party Lottery" jurisdiction that the "Lottery Management" determine. The public shall be informed as to the time and place of each prize drawing.

(2) Holders of valid tickets for a given drawing are eligible to win in that drawing.

(3) All drawings conducted in association with "Lucky for Life" will be conducted randomly in accordance with procedures established by the "Lottery Management."

(G) Validity of tickets.

(1) It shall be the sole responsibility of each purchaser of a ticket in game number nine hundred fifty-four to verify the accuracy of the game play or plays and other data printed on the ticket. The Ohio lottery commission shall be free from any liability in connection with this paragraph.

(2) Each ticket issued in game number nine hundred fifty-four shall have imprinted thereon at the time of purchase a control number, bar code data, or both, supplied by the Ohio lottery commission.

No prize shall be paid by the Ohio lottery commission for any tickets without such control number or bar code data. A valid winning ticket bearing matching player number selections or gaming system generated number selections and also containing a control number, bar code data, or both, supplied by the Ohio lottery commission, shall serve as the only valid proof of the wager placed and the only valid receipt for claiming or redeeming any prize in game number nine hundred fifty-four.

(3) As applicable to this rule, any and all game tickets may not be canceled. This shall not prohibit the director, at the director's discretion, from compensating a retailer for a returned ticket, which is not eligible to win a prize at the time it is returned to the Ohio lottery commission, except that tickets stolen by a retailer's employee or agent cannot be accepted as a returned ticket. Any ticket that is accepted by the director as a returned ticket is for Ohio lottery commission auditing purposes only and shall have no effect on the outcome of the drawing for which they were issued or reduce the Ohio lottery commission's required contribution to the "Top Prize" and "Second Prize" pool.

(4) In addition to all other validation conditions contained in this rule, valid winning game number nine hundred fifty-four tickets must meet the following conditions:

(a) 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;

(b) The ticket must be intact;

(c) The ticket must not be mutilated, altered, reconstituted, or tampered with in any manner;

(d) The ticket must not be counterfeit or an exact duplicate of another winning ticket;

(e) The ticket must have been issued by an authorized Ohio lottery commission sales location authorized to sell tickets for game number nine hundred fifty-four on official paper stock of the Ohio lottery commission;

(f) The ticket must be submitted for payment in accordance with the Ohio lottery commission's validation and claiming procedures;

(g) The ticket data must have been recorded on the gaming system prior to the drawing and the ticket data must match this computer record in every respect (in the event of contradiction between the information as printed on the ticket and as accepted by the gaming system, the wager accepted by the gaming system shall be the valid wager);

(h) The player selected or gaming system selected 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 the exact data must not have been previously paid;

(i) The ticket must not be misregistered, defectively printed or printed or produced in error to an extent that it cannot be processed by the Ohio lottery commission;

(j) The ticket must pass all other confidential security checks of the Ohio lottery commission;

(k) In submitting an official game number nine hundred fifty-four ticket for validation, the claimant shall abide by all applicable laws and rules of the Ohio lottery commission, and all claim form instructions; and

(l) All winning tickets in game number nine hundred fifty-four are subject to validation by the gaming system and the Ohio lottery commission before the payment of any prize.

(5) An official game number nine hundred fifty-four ticket submitted for validation which fails any of the validation conditions established in this rule shall be considered void subject to the following determinations:

(a) In all cases of doubt, the determination of the director shall be final and binding. However, the director, at the director's option, may replace an invalid ticket with an official game number nine hundred fifty-four ticket of equivalent sales price or a refund of the purchase price;

(b) In the event a defective ticket is purchased or in the event that the director determines to adjust an error, the sole and exclusive remedy shall be the replacement of such defective or erroneous ticket(s) with an official game number nine hundred fifty-four ticket of equivalent sales price or a refund of the purchase price; and

(c) In the event an official game number nine hundred fifty-four ticket is not paid by the Ohio lottery commission, and a dispute occurs as to whether the ticket is a valid winning ticket, the Ohio lottery commission may, at its option, replace the ticket or provide a refund of the purchase price.

(6) The Ohio lottery commission shall not be responsible for lost or stolen game number nine hundred fifty-four tickets.

(7) The Ohio lottery commission shall not be responsible to any claimant and sales agent for game number nine hundred fifty-four tickets redeemed in error by an Ohio lottery commission sales agent.

(8) Valid prize winners are determined by the numbers drawn and not the numbers reported. The Ohio lottery commission shall not be responsible for game number nine hundred fifty-four winning numbers reported in error.

(9) In purchasing a ticket in game number nine hundred fifty-four, the player shall comply with and be bound by all applicable statutes and administrative rules of the Ohio lottery commission. Unless designated or agreed to by the director, directives and determinations of other "Party Lotteries" do not apply to game number nine hundred fifty-four purchases in Ohio. Litigation, if any, arising out of any "Lucky for Life" ticket purchased at an Ohio lottery commission sales location shall only be maintained in the appropriate forum in the state of Ohio.

(10) For purposes of determining the number of winning wagers, division of the "Top Prize" and "Second Prize" jackpots are contingent on the gaming system's determination of winning wagers sold, and not by the number of winning wagers presented for payment.

(H) Procedures for claiming and payment of prize awards.

(1) Effective upon a determination of prize payouts, prizes shall be redeemed or claimed only in the jurisdiction where the official winning "Lucky for Life" ticket was purchased. Claimants of prizes in "Lucky for Life" must comply with the claiming periods of the jurisdiction where the winning "Lucky for Life" ticket was purchased. Claimants of game number nine hundred fifty-four prizes for winning tickets purchased in Ohio must comply with the following terms and conditions:

(a) Prizes for game number nine hundred fifty-four purchased in Ohio may be redeemed or claimed only through Ohio lottery sales agents authorized to sell game number nine hundred fifty-four, or other authorized claim centers or locations designated by the Ohio lottery commission;

(b) Claimants of winning game number nine hundred fifty-four prizes for tickets purchased in Ohio must comply with the prize claim requirements of the Ohio lottery commission and the applicable claiming period of one hundred eighty days as set forth in division (A)(1) of section 3770.07 of the Revised Code;

(c) In the event a single game number nine hundred fifty-four ticket purchased in Ohio contains two or more winning wagers, the cumulative prize amount shall be claimed or redeemed in accordance with the specified prize payment limits of the Ohio lottery commission;

(d) State and federal withholding taxes for winning tickets purchased in Ohio shall be withheld from game number nine hundred fifty-four prizes awarded by the Ohio lottery commission in such amounts as may be required by law, along with any other deductions required by law; and

(e) A "Lucky for Life" prize, including but not limited to any promotional prizes associated with "Lucky for Life," awarded by any "Party Lottery" shall not be paid to any persons prohibited from playing or claiming an Ohio lottery prize by the governing law or rules of the Ohio lottery commission. In addition, those persons designated by a "Party Lottery's" law as being ineligible to play its games shall also be ineligible to play "Lucky for Life," and any promotions associated therewith, in that "Party Lottery's" jurisdiction.

(I) Net proceeds to lottery profits education fund. The entire net proceeds from the sale of game number nine hundred fifty-four in Ohio that remain after associated operating expenses, prize disbursements, lottery sales agent bonuses, commissions, and reimbursements, and any other expenses necessary to comply with the agreements or the rules are deducted from the gross proceeds of game number nine hundred fifty-four, shall be transferred to the lottery profits education fund as required under division (B) of section 3770.06 of the Revised Code.

(J) Conduct by director(s) in game number nine hundred fifty-four.

(1) The director shall conduct game number nine hundred fifty-four and any promotions conducted in association with game number nine hundred fifty-four in a manner consistent with the Ohio Lottery Act, the rules of the Ohio lottery commission, including without limitation this rule.

(2) Names and definitions of elements of game number nine hundred fifty-four used in this rule are solely for the purpose of this rule.

(3) All decisions made by the director with respect to the play of game number nine hundred fifty-four in Ohio, including but not limited to the declaration of prizes and the payment thereof and the interpretation of Ohio lottery commission rules, shall be final and binding on all purchasers and on every person making a claim in respect thereof.

OFFICIAL GAME RULES

"Lucky for Life®"

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OFFICIAL GAME RULES

“Lucky for Life”

The following Official Game Rules govern the operation of the “Lucky for Life” game described herein (the “Game”). These Official Game Rules apply unless otherwise inconsistent with the constitutional provisions, statutes, regulations and rules of each Party Lottery jurisdiction (“jurisdictional laws”).

PART I LOTTERIES OFFERING THE GAME. The Connecticut Lottery Corporation, the Maine State Liquor & Lottery Commission, the Massachusetts State Lottery Commission, the New Hampshire Lottery Commission, the Rhode Island Division of State Lottery and the Vermont Lottery Commission (collectively the “New England Lotteries”) are offering the Game for sale.

In addition to the New England Lotteries, other lotteries may, from time to time, offer the Game in their respective jurisdictions (collectively the “Licensee Lotteries”).

The New England Lotteries and the Licensee Lotteries are together referred to as the “Party Lotteries” or individually as a “Party Lottery.”

PART II PURPOSE. The Game’s purpose is to generate revenue for the Party Lotteries through the operation of a multi-jurisdictional lottery Game that will award prizes to Game Ticket holders matching specified combinations of numbers randomly-selected in regularly scheduled Drawings.

PART III TERM. The Game shall commence sales no sooner than January 25, 2015 and shall continue until terminated. Upon a decision to terminate the Game in a particular jurisdiction, that Party Lottery shall publicly announce a termination date. The Game’s first Drawing shall be held no sooner than January 29, 2015.

PART IV DEFINITIONS.

- A. “Advance Action” or “Multi Draw” shall have the meanings given to them in each Party Lottery jurisdiction.
- B. “Annuitized Payment Option” shall mean the manner in which the Game’s Top Prize or second prize (also referred to as “Prize Level #2”) may be paid in equal payments or installments. The Annuitized Payment Option shall be calculated on an annual basis. The schedule of payments shall be at each Party Lottery’s discretion.
- C. (i) “Cash Option” shall mean the manner in which the Game’s Top Prize or second prize may be paid upon the Winner’s request in one (1) single cash payment as an alternative to the Annuitized Payment Option.
(ii) “Lump Sum Cash Payment” shall mean the manner in which the Game’s Top Prize or second prize is required to be paid in one (1) single cash payment when the liability limit is exceeded and no Annuitized Payment Option is available, as set forth more fully in Part VII Paragraph A of these Official Game Rules.
- D. “Claimant” or “Winner” shall mean any natural person or legal entity submitting a winning Game Ticket within the required prize claim period. A Claimant may be the Purchaser, the natural person or legal entity named on the back of a signed Game Ticket, the bearer of an unsigned Game Ticket, or any other natural person or legal entity who may seek entitlement to a prize payment in accordance with each Party Lottery’s jurisdictional laws. No Claimant may assert rights different from the rights acquired by the original Purchaser at the time of purchase.
- E. “Clearinghouse Lottery” shall refer to the Party Lottery or other duly authorized entity who is responsible for collecting and transferring prize payouts on behalf of all Party Lotteries.
- F. “Drawing” shall mean the formal process of selecting Winning Numbers that conclusively determines the number of Winners for each prize level of the Game.
- G. “Game Play(s)” shall mean that area of the Playslip, also known as a “board” or “panel”, which

contains two (2) sets of numbered squares to be marked by the Player: the first set (Matrix 1) contains forty-eight (48) squares, numbered one (1) through forty-eight (48) inclusive; the second set (Matrix 2) contains eighteen (18) squares, numbered one (1) through eighteen (18) inclusive.

- H. "Game Ticket" or "Ticket" shall mean acceptable evidence of Game Play that represents a Wager accepted by a Party Lottery's Terminal Gaming System, meeting the specifications defined in these Official Game Rules.
- I. "Liability Limit" shall mean a pre-established threshold, as determined in advance by the New England Lottery Directors, for paying Top Prize, second prize and third prize claims, as set forth more fully in Part VII Paragraph A of these Official Game Rules.
- J. "Lucky Ball" shall mean the number selected from the second set of numbers (Matrix 2) in each Drawing.
- K. "Minor" shall have the meaning given to it in each Party Lottery's jurisdictional laws.
- L. "Play," "Bet" or "Wager" shall mean the six (6) numbers (the first five (5) from a field of forty-eight (48) numbers inclusive, and one (1) Lucky Ball number from a field of eighteen (18) numbers inclusive) that appear on a Game Ticket as a single-lettered Play, board or panel, and are played by a Player in the Game.
- M. "Playslip," "Selection Slip," "Bet Slip" or any other similar term utilized by a Party Lottery shall mean a card used in marking a Player's Game Plays or Wagers.
- N. "Player" or "Purchaser" shall mean a natural person(s) or legal entity who buys Game Tickets in accordance with these Official Game Rules and jurisdictional laws.
- O. "Quick Pick", or any other similar term utilized by a Party Lottery shall mean the random selection of six (6) numbers resulting in a Wager accepted by a Party Lottery's Terminal Gaming System.
- P. "Sales Retailer" or "Sales Agent" shall mean a natural person or legal entity licensed and/or authorized by a Party Lottery to sell and redeem Game Tickets.
- Q. "Selling Lottery" shall mean the Party Lottery that sold a winning Game Ticket.
- R. "Set Prize" shall mean a pre-determined prize payout that is paid in a single cash payment. Set Prizes shall apply to the lowest eight (8) prize levels. They may also apply, however, to the Top Prize and second prize under certain conditions, as set forth more fully in Part VII Paragraph A of these Official Game Rules.
- S. "Split Prize" shall mean a pre-determined Set Prize payout that is divided equally among the number of winning Game Tickets of a prize level. Split prizes shall only apply to the Game's Top Prize, the Prize Level #2 and Prize Level #3 Winners under certain conditions, as set forth more fully in Part VII Paragraph A of these Official Game Rules.
- T. "Subscription Ticket", "Season Ticket", or any other similar term utilized by a Party Lottery shall have the meanings given them in each Party Lottery jurisdiction.
- U. "Terminal" shall mean a device for selling Lottery Game Tickets, including, but not limited to, Retailer Terminals and Self-Service Terminals ("SSTs") that operate in conjunction with the Terminal Gaming System to issue and/or validating lottery transactions. SSTs may include, but shall not be limited to, Player Activated Terminals ("PATs") and Ticket Vending Machines ("TVMs").
- V. "Terminal Gaming System" shall mean a computer wagering system or internet-based sales system (iLottery) used by a Party Lottery to issue and validate Game Tickets.
- W. "Top Prize" shall mean the Game's first prize.

- X. "Winning Numbers" shall mean the six (6) numbers (the first five (5) numbers from Matrix 1 and the one (1) Lucky Ball number from Matrix 2) that are randomly selected in each Drawing and used to determine the winning Plays contained on a Game Ticket.

PART V DRAWING PROCEDURES. The New England Lottery Directors shall establish the Drawing procedures for the Game Drawings, including a drawing problem resolution mechanism. All Drawings shall be open to the public and shall be witnessed by an Independent Certified Public Accounting Firm. Any equipment used in a Drawing shall be inspected at least annually. All Drawings, including pre and post test drawings, shall be recorded unless technical issues prevent this from occurring.

PART VI GAME DESCRIPTION AND CHARACTERISTICS.

- A. Game Designation. For purposes of identification, the Game shall have a designated Game number in the Terminal Gaming System.
- B. Game Design. The Game is a double matrix-style game, drawn each Monday and Thursday and to be drawn daily commencing on a date to be determined by the New England Lottery Directors, in which Players select five (5) unique numbers in the Matrix 1 from one (1) to forty-eight (48) inclusive, PLUS one (1) Lucky Ball number in the Matrix 2 from one (1) to eighteen (18) inclusive. The additional number may be the same as one (1) of the first five (5) numbers selected by the Player.
- C. Game Purchases. Game Tickets must be purchased from a Terminal operated by a Sales Retailer, a PAT (if available) by using a touch screen or by inserting a Selection Slip, a lottery subscription system (if available), or other means as approved by a Party Lottery.
- D. Ticket Format. Game Tickets shall include, but not be limited to, the Player's number selections, Game logo or Game name, Ticket cost, Terminal number, barcode, Quick Pick (if selected), replay (if selected), serial number and Drawing date. Advance Action Tickets shall visibly show the beginning and ending Drawing dates. Game Tickets may also include the selling date, time stamp and any information required by a Party Lottery's jurisdictional laws pertaining to the validation of Game Tickets.
- E. Ticket Price.
1. Uniform Price. Each Game Ticket shall be sold at retail for the price set in these Official Game Rules.
 2. Taxes. The Game Ticket price shall include all the applicable taxes that a Party Lottery may be required to collect.
 3. Cost Per Play. Game Tickets may be purchased for two dollars (\$2.00) per Play, or multiples thereof, in accordance with these Official Game Rules. The Player receives one (1) Play for each two dollar (\$2.00) Wager.
 4. Promotions. A promotion shall mean marketing or advertising intended to increase sales of Game Tickets (excluding Subscription Tickets or Advance Action) through a discount or rebate. A Party Lottery may offer Game Tickets through promotions without approval of the other Party Lotteries for a period not to exceed ninety (90) days in any six (6) month period, as long as advance notification of five (5) days is provided to all Party Lotteries of the terms and dates of the promotional offering.
 5. Tickets as Prizes. A Party Lottery may offer Game Tickets as a prize in any other lottery game after advising all other Party Lotteries of the terms and dates of the action.
 6. Contribution to Prize Pool. A Party Lottery may offer Game Tickets as a prize or as part of an authorized promotion provided that those Game Ticket sales are assessed and reported to the prize pool at the full gross sales amount.

F. Play Restrictions and Play Styles.

1. Ticket Sales to Minors Prohibited. Game Tickets may not be sold to or purchased by Minors.
2. Ticket Cashing by Minors. Subject to each Party Lottery's jurisdictional laws, Game Tickets may not be cashed or redeemed by Minors. A Party Lottery's jurisdictional laws will determine whether or not a Minor can claim a Top Prize or second prize winning Ticket (either as a Lump Sum Cash Payment or Annuitized Payment Option). In no event shall a Minor's life be the measuring life for the Annuitized Payment Option for either the Top Prize or the second prize. Payment to a Minor for a Top Prize or second prize winning Ticket shall be for a period of twenty (20) years.
3. Ineligible Players. Game Tickets shall not be purchased, and a prize won by any Game Ticket or share, either in whole or in part, shall not be paid to:
 - a. A Party Lottery employee, officer, director, board member or commissioner.
 - b. Employees of a Party Lottery's Terminal Gaming System vendor(s), as each Party Lottery may designate.
 - c. An employee of the Multi-State Lottery Association.
 - d. Other persons as each Party Lottery may designate.
 - e. Those persons designated herein as ineligible to play the Game in one (1) Party Lottery jurisdiction shall also be ineligible to play the Game in all other Party Lottery jurisdictions selling the Game.

A Party Lottery may expand this list of ineligible players.

4. Ticket Cancellations Prohibited. A Game Ticket may not be cancelled or voided by returning the Game Ticket to the Sales Retailer or to a Party Lottery. A Game Ticket accepted by the Sales Retailer as a returned ticket and that cannot be resold shall be deemed as owned by the bearer thereof. This prohibition also applies to a Game Ticket that may be printed in error by the Sales Retailer. Subject to each Party Lottery's jurisdictional laws, no Game Ticket, or physical portion thereof, that may be used to claim a prize, shall be returned to any Party Lottery for credit.
5. Game Sell-Out Prohibited. A Party Lottery shall not directly and knowingly sell a Game Ticket or combination of Game Tickets to any natural person or legal entity that would guarantee that Purchaser a Top Prize or second prize win.
6. Claims. A Game Ticket, subject to the validation requirements as detailed in Part VII Paragraph C of these Official Game Rules, shall be the only proof of a Game Play (or Plays) and the submission of a winning Game Ticket to a Party Lottery or its Sales Retailer shall be the sole method of claiming a prize or prizes. A Playslip has no pecuniary or prize value and shall not constitute evidence of a Game Ticket purchase or of numbers selected. Under no circumstances will a claim be paid for a Top Prize or second prize without a winning Game Ticket. Subject to each Party Lottery's jurisdictional laws, lost or missing Game Tickets may not be honored or processed for payment or replacement. In connection with a claim for a Top Prize or second prize to be paid under the Annuitized Payment Option, each Party Lottery shall determine the date that a claim is complete such that payment commences.
7. Disclosure of Game Winners. Subject to each Party Lottery's jurisdictional laws relating to the disclosure of lottery winners and in each Party Lottery's discretion where disclosure is lawful, the name and town/city of a winner of a Top Prize or second prize (Prize Level #2) will be disclosed in a press conference and/or in a press release. The winner may be

required to participate in a press conference.

8. Use of Playslips. Players may submit a completed Playslip to any Sales Retailer to have issued a Game Ticket. Playslips 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 use of facsimiles of Playslips, copies of Playslips, or other materials that are inserted into the Terminal's Playslip reader that are not printed or approved by the Party Lottery, are not permitted. Sales Retailers shall not permit any device to be connected to a Terminal to enter Plays, except as approved by its Party Lottery.
9. Manual Entry. Players may convey their number selections to any Sales Retailer to obtain a Game Ticket. Number selections shall be manually entered into the Terminal by the Sales Retailer.
10. Quick Pick. Players may either request a Quick Pick Game Ticket from a Sales Retailer or may select the Quick Pick option on the Playslip and submit the completed Playslip to any Sales Retailer. Quick Pick shall be differentiated from Customer Select in that Quick Pick shall refer to the random selection of numbers made by the Terminal Gaming System rather than by the Player.
11. Customer Select. Players may select their own numbers by completing a Playslip or by conveying their number selections directly to any Sales Retailer. Customer Select shall be differentiated from Quick Pick in that Customer Select shall refer to number selections made by the Player rather than the Terminal Gaming System.
12. Replay Feature. If available in a Party Lottery jurisdiction, Players may utilize the barcodes of already-purchased Game Tickets to duplicate another Game Ticket of the same price and with the same number selections and options. To replay, Players may either make the request of a Sales Retailer or may scan the barcode directly into a PAT or SST, if authorized.
13. Advance Action or Multi-Draw. Game Tickets may be purchased for multiple future Drawings, if available in a Party Lottery jurisdiction.
14. Subscriptions or Season Tickets. Game Tickets may be purchased by subscription, if available in a Party Lottery jurisdiction.
15. Limited to Highest Prize Won. In connection with the Winning Numbers drawn, the holder of a winning Game Ticket may win only one (1) prize per Play, board or panel, and shall be entitled only to the prize won by those numbers in the highest matching prize category.
16. Prize Claim Period. The prize claim period shall be determined by each Party Lottery.
17. Player Responsibility. It shall be the Player's sole responsibility to verify the accuracy of the Game Play (or Plays) and the other data printed on the Game Ticket. The placing of Wagers is done at the Player's own risk through the Sales Retailer.
18. Prize Payments. A Party Lottery may not pay prizes that are less than or more than the prize amounts established in these Official Game Rules. The prize won cannot be indirectly increased by promotions or Retailer activity.
19. Group Win of Top Prize or Second Prize. If more than one (1) natural person claims a single Top Prize or second prize Game Ticket, the claim shall only be paid in a single Lump Sum Cash Payment. No Annuitized Payment Option shall be available.

PART VII PRIZE LIABILITY LIMITS, PRIZE PAYOUTS AND PRIZE LEVELS. The following paragraphs and chart define the Game's prize liability limits, prize payouts, prize levels and pool percentages, and chances of winning per prize level.

A. Prize Liability Limits. There are 10 prize levels in the Game.

1. Except as provided in these Official Game Rules, the Top Prize (Prize Level #1) shall be annuitized and based on a Top Prize liability that will be split equally among the number of winning Game Tickets. A Top Prize Winner may request the Cash Option, the amount of which is to be established by the New England Lotteries for a defined period of Drawings. Notice of the amount of and changes to the Cash Option shall be posted on the Game's website and/or published in each Party Lottery jurisdiction in a manner determined by that Party Lottery at least thirty (30) days prior to the first Drawing to which it is applicable (the "Published Notice"). Under certain circumstances, as detailed below, the Top Prize is required to be paid in a single Lump Sum Cash Payment and no Annuitized Payment Option is available.
 - a. One (1) Top Prize Winner. If there is one (1) Top Prize Winner, the annuitized prize value will be seven thousand dollars (\$7,000.00) per week for life. As an alternative to the Annuitized Payment Option, the Top Prize Winner may request the Top Prize Cash Option in the amount set forth in the Published Notice.
 - b. Two (2) to Fourteen (14) Top Prize Winners. If there are between two (2) and fourteen (14) Top Prize Winners, the Annuitized Payment Option, based on an annuitized prize value of seven thousand dollars (\$7,000.00) per week, will be divided by the total number of Top Prize Winners. The minimum annuitized prize value for this category will be five hundred dollars (\$500.00) a week for life. Any of these two (2) to fourteen (14) Top Prize Winners may choose the Cash Option as an alternative to the Annuitized Payment Option. The amount of the Cash Option for this category will be the amount of the Top Prize Cash Option set forth in the Published Notice divided by the total number of Top Prize Winners. The minimum Cash Option for this category will be the amount set forth in the Published Notice.
 - c. Fifteen (15) or more Top Prize Winners. If there are fifteen (15) or more Top Prize Winners, the Top Prize liability shall be capped at seven million one hundred twenty-five thousand dollars (\$7,125,000.00), shall be split equally among all Top Prize Winners, and shall be paid in one (1) Lump Sum Cash Payment, without an Annuitized Payment Option. The minimum prize value for this category shall not be less than any lower tier prize paid in that respective Drawing.
 - d. The Winner(s) of the Top Prize who do not request the Cash Option shall be paid their appropriate Top Prize share on a weekly basis, or according to any other schedule of payments set at the discretion of each Party Lottery, as permitted in Part VII Paragraph C of these Official Game Rules, for a minimum period of twenty (20) years. The first Top Prize payment will be made when the prize is claimed at the Selling Lottery's Headquarters. Each Party Lottery shall determine the date that a claim is complete such that payment commences.
 - e. Measuring Life. For a single Wager, the measuring life of a Top Prize Winner used to determine the duration over which the Top Prize is paid, shall be the natural life of the individual determined by the Selling Lottery to be the Top Prize Winner. A Party Lottery's jurisdictional laws will determine whether or not a Minor can claim a Top Prize winning Ticket (either as a Lump Sum Cash Payment or Annuitized Payment Option). In no event shall a Minor's life be the measuring life for the Annuitized Payment Option for the Top Prize. Payment to a Minor for a Top Prize winning Ticket shall be for a period of twenty (20) years.
 - f. If paid in a Lump Sum Cash Payment, Top Prize amounts will be rounded to the nearest whole dollar.

2. Except as provided in these Official Game Rules, the second prize (Prize Level #2) Winner will be paid twenty-five thousand dollars (\$25,000.00) a year for life. A second prize Winner may request the Cash Option, the amount of which is to be established by the New England Lotteries for a defined period of Drawings. Notice of the amount of and changes to the Cash Option shall be posted on the Game's website and/or by each Party Lottery's Published Notice. Under certain circumstances, as detailed below, the second prize is required to be paid in a single Lump Sum Cash Payment and no Annuitized Payment Option is available.
 - a. One (1) to Twenty (20) Second Prize Winners. If there are between one (1) and twenty (20) second prize Winner(s), the annuitized prize value will be twenty-five thousand dollars (\$25,000.00) per year for life. Any of these one (1) to twenty (20) second prize Winner(s) may choose the second prize Cash Option as an alternative to the Annuitized Payment Option. The amount of the Cash Option for this category will be set forth in the Published Notice.
 - b. Twenty-one (21) or more Second Prize Winners. If there are twenty-one (21) or more second prize Winners, the second prize liability shall be capped at nine million four hundred thousand dollars (\$9,400,000.00), shall be split equally among all second prize Winners, and shall be paid in a single Lump Sum Cash payment, without an Annuitized Payment Option. The minimum prize value for this category shall not be less than any lower tier prize paid in that respective Drawing.
 - c. The Winner(s) of the second prize who do not request the Cash Option shall be paid their appropriate second prize share on an annual basis for a minimum period of twenty (20) years. The initial second prize payment will be made when the prize is claimed at the Selling Lottery's Headquarters; subsequent second prize payments will be made annually thereafter. Each Party Lottery shall determine the date that a claim is complete such that payment commences.
 - d. Measuring Life. For a single Wager, the measuring life of a second prize Winner used to determine the duration over which the second prize is paid, shall be the natural life of the individual determined by the Selling Lottery to be the second prize Winner. If the second prize under a single Wager is being claimed by more than one (1) natural person or by a legal entity, the measuring life for that second prize Winner shall be twenty (20) years. A Party Lottery's jurisdictional laws will determine whether or not a Minor can claim a second prize winning Ticket (either as a Lump Sum Cash Payment or Annuitized Payment Option). In no event shall a Minor's life be the measuring life for the Annuitized Payment Option for the second prize. Payment to a Minor for a second prize winning Ticket shall be for a period of twenty (20) years.
 - e. If paid in a Lump Sum Cash Payment, second prize amounts will be rounded to the nearest whole dollar.
3. Except as provided in these Official Game Rules, the third prize (Prize Level #3) will be paid as a five thousand dollar (\$5,000.00) Set Prize. If there are more than one thousand (1,000) Winners of this prize level in a single Drawing, the total prize liability of five million dollars (\$5,000,000.00) (\$5,000.00 x 1,000) will be split equally among the Winners. Under no circumstances, however, will the value of the third prize fall below a minimum prize value of two hundred dollars (\$200.00) per Winner, regardless of the number of Winners. Third prizes will be rounded to the nearest whole dollar and paid in a single cash payment.

B. Entitlement to Prizes by Winners. The holder of a winning Game Ticket shall be entitled only to the prize won by matching the Winning Numbers in the highest matching prize category.

C. Payment of Prizes. All winning Game Tickets, including the Top Prize and second prize winning

Tickets, shall be paid in accordance with these Official Game Rules and jurisdictional laws. Each Party Lottery shall withhold taxes and other required withholdings in accordance with applicable federal and jurisdictional laws. To be a valid Game Ticket and eligible to receive a prize, a winning Game Ticket shall satisfy all the requirements established for the validation of winning Game Tickets sold through each Party Lottery's Terminal Gaming System, and any Audit adopted by the New England Lottery Directors. Party Lotteries shall not be responsible for Game Tickets that are altered in any manner.

1. **Top Prize and Second Prize Payments.** Except in the case of a Cash Option payment or a Lump Sum Cash Payment paid in accordance with these Official Game Rules, annuitized prize payments shall be made for the measuring life of the Top Prize or second prize Winner. All annuitized payments shall be made for a minimum of twenty (20) years. The measuring life as defined in Section VII Paragraphs A (1)(e) and A (2)(d) of these Official Game Rules shall be determined at the time the Top Prize or second prize is claimed. In the event annuitized prize payments are assigned, if allowable under jurisdictional law, or assigned by a court order, the measuring life at the time the Top Prize or second prize was claimed shall not change and limit or extend the number of annuitized payments due any assignee, court-ordered or otherwise. In the event of the death of a Top Prize or second prize Winner during the annuity payment period, the Selling Lottery, with the approval of the New England Lotteries, upon petition of the estate of that Winner (the "Estate") to the Selling Lottery, and subject to the Selling Lottery's jurisdictional laws, may accelerate the payment of all the remaining lottery proceeds to the Estate.
 - a. If the annuitant dies during the annuity payment period but before the guaranteed prize amount has been paid, the Estate shall receive the remaining payments equal to the minimum guaranteed prize amount.
 - b. If the annuitant dies during the annuity payment period but after the minimum guaranteed prize amount has been paid, all payments shall stop.
2. **Low-Tier Set Prize Payments.** All low-tier Set Prizes (all prizes except the Top Prize and second prize) shall be paid in one (1) single cash payment through the Selling Lottery that sold the winning Game Ticket(s). Prizes shall be rounded to the nearest whole dollar. A Selling Lottery may begin paying low-tier cash prizes after receiving authorization to pay from the Clearinghouse Lottery.

D. Statistical Information. The following table details the Game's statistical information.

Odds of Winning, Prize Payouts and Prize Funding as a Percentage of Sales.

Prize Level	Matches Matrix #1 (5 of 48)	Matches Matrix #2 (1 of 18)	Odds of Winning: 1/	Prize	% Sales
1	5	1	30,821,472.000	\$7,000/Week for Life*	10.2201%
2	5	0	1,813,027.765	\$25,000/Year for Life*	11.6380%
3	4	1	143,355.684	\$5,000*	1.7439%
4	4	0	8,432.687	\$200	1.1859%
5	3	1	3,413.231	\$150	2.1973%
6	3	0	200.778	\$20	4.9806%
7	2	1	249.749	\$25	5.0050%

8	2	0	14.691	\$3	10.2103%
9	1	1	49.950	\$6	6.0060%
10	0	1	32.019	\$4	6.2463%
				Total Payout	59.4335%

Average Chance of Winning: 1 in 7.769

*Prize amounts may be split if there are multiple Winners, in accordance with the provisions established in Part VII Paragraph A of these Official Game Rules. Split prizes may be lower than the published prize amounts.

PART VIII DISPUTES. In the event a dispute between a Selling Lottery and a Game Ticket bearer occurs as to whether the Game Ticket is a winning Ticket, and if the Ticket prize is not paid, the Selling Lottery may, solely at its option and in its discretion, reimburse the Game Ticket bearer the purchase price of the Ticket. This shall be the Game Ticket bearer's sole and exclusive remedy.

PART IX APPLICABLE LAW. In purchasing a Game Ticket, the following provisions apply:

- A. The Purchaser agrees to comply with and abide by the Selling Lottery's jurisdictional laws and final decisions, as well as all rules established for the conduct of the Game.
- B. Decisions made by the Selling Lottery Director/Commissioner, including the declaration of prizes, the payment thereof, and the interpretation of these Official Game Rules, shall be final and binding on all Purchasers and on every person making a claim in respect thereof. In the event of conflict, however, between these Official Game Rules and the applicable Selling Lottery's jurisdictional laws, the applicable Selling Lottery's jurisdictional laws shall control.
- C. Any claims or litigation relating to the Game Tickets and/or prizes: (a) shall be subject to and resolved in accordance with the laws, rules and regulations of the Selling Lottery jurisdiction in which the Game Ticket was purchased; (b) must be brought in and strictly limited to the courts located within the jurisdiction of the Selling Lottery in which the Game Ticket was purchased; and (c) can only be brought against the Selling Lottery in the jurisdiction where such Game Ticket was purchased.