



## LUCKY FOR LIFE PROCEDURES

### PART I ADMINISTRATION

**Section 1.0** These procedures establish the guidelines and requirements for operating and playing Lucky for Life, a New England regional lotto game offered by 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 State Lottery operated by the Vermont Department of Liquor and Lottery, Division of Lottery (hereinafter “Lottery”; hereinafter with the other above described lotteries, “Party Lotteries”). The Party Lotteries have formally agreed to jointly establish and operate the Lucky for Life game pursuant to the Lucky for Life Regional Game Agreement and such other related procedures agreed to by the Party Lotteries. The Lucky for Life game shall be established and operated in Vermont pursuant to these procedures and in a manner consistent with Vermont law.

### PART II LUCKY FOR LIFE GAME PROCEDURES

#### **Section 2.0 - DEFINITIONS.**

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

**2.1** “Advance Action” or “Multi Draw” shall mean the type of betting in which Wagers may be placed for future Drawings, as available in each Party Lottery jurisdiction.

**2.2** “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.

**2.3** (a) "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 single cash payment as an alternative to the Annuitized Payment Option.

(b) "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 single cash payment when the liability limit is exceeded and no Annuitized Payment Option is available, as set forth more fully in Section 5 Paragraph A of these procedures.

**2.4** "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.

**2.5** "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.

**2.6** "Drawing" shall mean the formal process of selecting Winning Numbers that conclusively determines the number of Winners for each prize level of the Game.

**2.7** "Game Play(s)" shall mean that area of the Playslip, also known as a "board" or "panel", which contains two 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.

**2.8** "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 procedures.

**2.9** "Liability Limit" shall mean a pre-established threshold, as determined in advance by the New England Lottery Directors, for playing Top Prize, second prize and third prize claims, as set forth more fully in Section 5.2 of

these procedures.

**2.10** “Lucky Ball” shall mean the number selected from the second set of numbers (Matrix 2) in each Drawing.

**2.11** “Minor” shall have the meaning given to it in each Party Lottery’s jurisdictional laws.

**2.12** “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.

**2.13** “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.

**2.14** “Player” or “Purchaser” shall mean a natural person(s) or legal entity who buys Game Tickets in accordance with these procedures and jurisdictional laws.

**2.15** “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

**2.16** “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.

**2.17** “Selling Lottery” shall mean the Party Lottery that sold a winning Game Ticket.

**2.18** “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 Section 5.2 of these procedures.

**2.19** “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 Section 5.2 of these procedures.

**2.20** “Subscription Ticket, “Season Ticket”, or any other similar term

utilized by a Party Lottery shall mean a Ticket sold with an extended, multi-draw purchase option wherein the same set(s) of numbers may be played for a specified number of consecutive Drawings. The Subscription Ticket shall be effective on a future date as prescribed by the Party Lottery's jurisdictional laws.

**2.21** "Terminal" shall mean a device including, but not limited to Player Activated Terminals ("PATs"), Self-Service Terminals ("SSTs") and Ticket Vending Machines, authorized to function in an on-line, interactive mode with the On-Line Gaming System for the purpose of issuing and validating lottery transactions.

**2.22** "Top Prize" shall mean the Game's first prize.

**2.23** "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.

**Section 3.0 - 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.

## **Section 4.0 - GAME DESCRIPTION AND CHARACTERISTICS**

**4.1** Game Designation. For purposes of identification, the Game shall have a designated Game number in the Terminal Gaming System.

**4.2** Game Design. The Game is a double matrix-style game, drawn each Monday and Thursday, 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.

**4.3** 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 similar means as approved by a Party Lottery.

**4.4** 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.

#### 4.5 Ticket Price.

- a. Uniform Price. Each Game Ticket shall be sold at retail for the price set in these procedures.
- b. Taxes. The Game Ticket price shall include all the applicable taxes that a Party Lottery may be required to collect.
- c. Cost Per Play. Game Tickets may be purchased for two dollars (\$2.00) per Play, or multiples thereof, in accordance with these procedures. The Player receives one (1) Play for each two-dollar (\$2.00) Wager.
- d. 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-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.
- e. 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.
- f. 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.

#### 4.6 Play Restrictions and Play Styles.

- a. Ticket Sales to Minors Prohibited. Game Tickets may not be sold to or purchased by Minors under the age of eighteen (18) years. However, Game Tickets or Subscriptions Tickets may be given as gifts to minors or any other individuals except as prohibited by Vermont law.

- b. Ticket cashing by Minors.** Subject to each Party Lottery's jurisdictional laws, Game Tickets may or 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.
- c. Ineligible Players.** Game Tickets shall not be purchased, and a prize won by any such Game Ticket or share, either in whole or in part, shall not be paid to:

  - i. A Department of Liquor and Lottery employee or Board of Liquor and Lottery member, or any person in such employee's or member's immediate household.
  - ii. Employees of a Party Lottery's Terminal Gaming System vendor(s), as each Party Lottery may designate.
  - iii. An employee of the Multi-State Lottery Association.
  - iv. An employee of a Party Lottery's instant ticket print vendors.
  - v. Other persons as each Party Lottery may designate.
  - vi. Those persons designated herein as ineligible to play the Game in one Party Lottery jurisdiction shall also be ineligible to play the Game in all other Party Lottery jurisdictions selling the Game.
- d. 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. No Game Ticket, or physical portion thereof, that may be used to claim a prize, shall be returned to any Party Lottery for credit.
- e. 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.

- f.** Claims. A Game Ticket, subject to the validation requirements as detailed Section 7.0 of these procedures, shall be the only proof of a Game Play (or Plays) and the submission of a winning Game Ticket to a Party Lottery or other Lucky for Life Authorized Claim Center 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 Vermont law, 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.
- g.** 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.
- h.** 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.
- i.** 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.
- j.** 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.

- k. **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.
- l. **Advance Action or Multi-Draw.** Game Tickets may be purchased for multiple future Drawings, if authorized by the Lottery.
- m. **Subscriptions or Season Tickets.** Game Tickets may be purchased by subscription, if available in a Party Lottery jurisdiction.
- n. **Limited to Highest Prize Won.** In connection with the Winning Numbers drawn, the holder of a winning Game Ticket may win only one prize per Play, board or panel, and shall be entitled only to the prize won by those numbers in the highest matching prize category.
- o. **Prize Claim Period.** The prize claim period shall be one year from the prize eligibility date. The prize eligibility date is the date of the winning draw.
- p. **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.
- q. **Prize Payments.** The Lottery shall not pay prizes that are less than or more than the prize amounts established in these procedures. The prize won cannot be indirectly increased by promotions or Retailer Activity.
- r. **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.

**Section 5.0 - PRIZE POOL AND PRIZE LIABILITY LIMITS.** 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.



**5.1 Prize Pool.** The prize pool for all prize categories shall consist of fifty-nine and a half percent of each drawing period's sales, including any specific statutorily-mandated tax on the Lottery to be included in the price of a lottery ticket. Any amount remaining in the prize pool at the end of this game may be carried forward to a replacement game or expended in a manner as directed by the Lottery in accordance with Vermont law and the Lucky for Life Regional Game Agreement.

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

- a. Except as provided in these procedures, 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.
  - i. 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.
  - ii. 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.

- iii. 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) and shall be split equally among all Top Prize winners and 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 any other schedule of payments set at the discretion of each Party Lottery as permitted in Section 2.3 of these procedures, 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.
  - 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. 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.
  - vi. If paid in a Lump Sum Cash Payment, Top Prize amounts will be rounded to the nearest whole dollar.
- b.** Except as provided in these procedures, 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.
- i. 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.

- ii. 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.
- 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 (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.
- 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 (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 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.
- v. If paid in a Lump Sum Cash Payment, second prize amounts will be rounded to the nearest whole dollar.

- c. Except as provided in these procedures, 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.

**Section 6.0 - 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	30,821,472.00	\$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%
				<b>Total Payout</b>	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 Section 5.2 of these procedures. Split prizes may be lower than the published prize amounts.

## **Section 7.0 -- PRIZE PAYMENT**

**7.1 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.

**7.2 Payment of Prizes.** All winning Game Tickets, including the Top Prize and second prize Winning Tickets, shall be paid in accordance with these procedures 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 other requirements adopted by the New England Lottery Directors. Party Lotteries shall not be responsible for Game Tickets that are altered in any manner.

- a. **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 procedures, 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 Sections 5.2(a)(v) and 5.2(b)(v) of these procedures 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 Vermont law, may accelerate the payment of all the remaining lottery proceeds to the Estate.
  - i. 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.
  - ii. If the annuitant dies during the annuity payment period but after the minimum guaranteed prize amount has been paid, all payments shall stop.

Low-Tier Set Prize Payments. All low-tier Set Prizes (all prizes except the Top Prize and second prize) shall be paid in one 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.

**7.3 Prize Assignment/Distribution.** Payment of a prize may be made to a person other than the winner pursuant to 31 V.S.A. § 652(c), which adopts the payment provisions of 31 V.S.A. § 674L.1.1A-1I.

**7.4 Disputes.** In the event a dispute between the 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 Lottery may, solely at its option and direction, reimburse the Game Ticket bearer the purchase price of the ticket or, as provided in Section 8.2(b), may replace an invalid, defective or otherwise erroneous ticket with a ticket of equivalent sales price from any current Lottery game. This shall be the sole and exclusive remedy to the Game Ticket bearer.

## **Section 8.0 - TICKET VALIDATION.**

**8.1 General Requirements for Validation.** To be a valid ticket and eligible to receive a prize, a ticket shall satisfy all the requirements established by a Party Lottery for validation of winning tickets sold through its on-line system and any other validation requirements adopted by the Party Lotteries. The Party Lotteries shall not be responsible for tickets which are altered in any manner.

### **8.2 Specific Requirements for Validation of Tickets Sold in Vermont**

- a. To be a valid ticket and eligible to receive a prize, all the following requirements must be satisfied:
  - i. The ticket must have been issued by the Lottery through a licensed agent, via a terminal, in an authorized manner. The ticket must be intact and must not be mutilated, altered, reconstructed, or tampered with in any manner.
  - ii. The ticket date must have been recorded in the Lottery's central computer system at least sixty (60) minutes prior to the drawing; even if it appears that a bet is accepted (by virtue of a printed ticket), any bet placed other than at least sixty (60) minutes prior to the drawing (regardless of when the drawing is held) is void.

- iii. The information appearing on the ticket must correspond precisely with the party Lottery's computer record.
  - iv. The system assigned validation number must appear in its entirety, and correspond, using a computer validation file, to the winning game play or plays printed on the ticket. The ticket stock sequential number on the back of the ticket must correspond to the Lottery's inventory records.
  - v. The ticket must not be defectively printed, fuzzy, produced in error, counterfeit in whole or in part, altered, unreadable, reconstructed, tampered with in any manner, stolen, blank or partially blank, misregistered, or defective.
  - vi. All information appearing on an apparent winning ticket must correspond to the Lottery's records of winning tickets, and another ticket with identical data shall not have been paid.
  - vii. The ticket must be intact, fully legible, complete and not miscut, correspond to the data on file at the Lottery in every respect.
  - viii. The ticket must pass all other security criteria determined by the Lottery.
  - ix. The ticket must be validated in accordance with the provisions of these procedures relating to claiming prizes and for the payment thereof.
  - x. An apparent winning ticket shall be void unless the tic paper stock roll which was in use at the time of the bet by, and validly issued to, the agent from whom the ticket was purchased.
- b.** In the event that a ticket fails to pass all the criteria set forth in subpart (a), the ticket shall be deemed void and ineligible for any prize and shall not be paid. In the event of a dispute or other instance of doubt, the decision of the Commissioner of Liquor and Lottery shall be final and binding. If the Commissioner of Liquor and Lottery determines that the ticket is not eligible to receive a prize, then as an alternative to the reimbursement provided for in Section 7.4 above, the Commissioner of Liquor and Lottery may, at the Commissioner of Liquor and Lottery's option, replace an invalid, defective or otherwise erroneous ticket with a ticket of equivalent sales price from any current Lottery game. If such replacement

occurs, it shall be the bearer or claimant's sole and exclusive remedy.

## **Section 9.0 - TICKET RESPONSIBILITY.**

**9.1 Signature.** Until such time as a subscription play is properly and validly registered with the lottery, or until such time as a signature, or printed name is placed upon a ticket in the area designated for signature, or name, a ticket shall be owned by the bearer of the ticket. When a subscription play is validly and properly registered with the lottery, or when a signature, or name is placed on the ticket in the place designated, the person who has registered the ticket, or if not registered, whose signature, or name appears in such area shall be the owner of the ticket and shall be entitled (subject to the validation requirements in Section 8.0 (Ticket Validation) and state or district law) to any prize attributable thereto.

**9.2 Multiple Signatures/Names.** The manner of payment of prizes for valid winning tickets bearing multiple signatures or names shall be determined by Vermont law.

**9.3 Stolen Tickets.** The Lottery shall not be responsible for lost or stolen tickets.

**9.4 Subscription Plays.** A receipt for a subscription play has no value and is not evidence of a play. A subscription play is valid when registered with the Lottery in accordance with these procedures and the natural person or persons registering the play shall be the owner of the subscription play.

**Section 10.0 – 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.

## **Section 11.0 - 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 procedures established for the conduct of the Game.
- b. Decisions made by the Commissioner of Liquor and Lottery, including the declaration of prizes, the payment thereof, and the interpretation of these procedures, shall be final and binding on all Purchasers and on every person making a claim in respect thereof, subject to Vermont law, which



shall control in the event of any conflict.

- 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.

### **PART III AGENTS**

#### **Section 12.0 - Agents**

**12.1** Agents selling Lucky for Life Game Tickets shall comply with all applicable Vermont laws, rules, regulations, procedures, and decisions of the Lottery and with all applicable Lucky for Life rules, regulations, procedures and requirements.

**12.2** Each agent shall receive 6.00 percent (6%) of gross receipts for Lucky for Life Game Tickets sold by that agent as a commission. The 6.00 percent (6%) commission applies to Lucky for Life sales only.

### **PART IV SUBSCRIPTIONS**

#### **Section 13.0 - Subscriptions**

##### **13.1 Specific information required for a subscription**

- a. To play by subscription a player shall provide the Lottery with the following information:
  - i. 5 different 2-digit numbers between one (01) and a designated number and one additional 2-digit number between one (01) and a designated number;
  - ii. Name;
  - iii. A Vermont mailing address;
  - iv. Home telephone number;
  - v. Work telephone number, if applicable;
  - vi. A gift message, if applicable;
  - vii. The number of draws the subscription shall be valid;
  - viii. Affirmation of age eligibility; and
  - ix. Payment method.

- b.** If the subscriber selects payment for subscription by check, the check shall be payable to the “Vermont State Lottery” and attached to the subscription application form.
- c.** [Reserved.]
- d.** The completed subscription form shall be forwarded to the Lottery headquarters for processing.
- e.** Upon receipt of the subscription application, the lottery shall enter the subscribers’ information into a lottery approved subscription database program.
- f.** The database program will assign the next available effective draw date for the subscription, as determined by the Lottery.
- g.** The database program will assign the following identification numbers to the subscription:
  - i. Subscriber number; and
  - ii. Subscription number.
- h.** The Lottery will assign the following identification numbers to the subscription:
  - i. Batch number; and
  - ii. Sequence or certificate number.
- i.** The Lottery shall print a subscription confirmation card which shall list the following information:
  - i. Subscriber name;
  - ii. Subscriber address;
  - iii. 5, 2-digit numbers and 1, additional 2-digit number;
  - iv. Day, month and year the subscription is effective;
  - v. Day, month and year the subscription expires;
  - vi. A gift message, if applicable;
  - vii. Subscription number;
  - viii. Batch number; and
  - ix. Sequence or certificate number.
- j.** The Lottery shall forward a subscription confirmation card to the subscriber.

- k.** It shall be the sole responsibility of the subscriber to verify the following are correct:
  - i. Subscriber name;
  - ii. Subscriber address;
  - iii. Subscriber chosen 5, 2-digit numbers and one additional 2-digit number;
  - iv. Subscription play length; and
  - v. Effective and expiration dates.
  
- l.** It shall be the sole responsibility of the subscriber to notify the Lottery of incorrect data on the confirmation card prior to the effective date of the subscription.
  
- m.** A subscription application form has no pecuniary or prize value and shall not constitute evidence of ticket purchase or of numbers selected.
  
- n.** Once a subscription play is registered with the Lottery, the registration shall constitute the only acceptable evidence of play for the subscriber.
  
- o.** A subscription does not become effective until the effective date listed on the confirmation card, which shall match the effective date listed in the party lottery's subscription database.
  
- p.** Any changes to a subscriber's name or address shall be requested in writing by the subscriber and include the previous name and address. Name and address changes shall require a notarized letter from the subscriber.
  
- q.** There shall be no changes to the subscriber's numbers during the effective dates of the subscription unless authorized by the Party Lotteries.
  
- r.** Prizes shall be paid, by check or by expiration date extensions, as determined by the Party Lotteries.
  
- s.** Prize checks shall be made payable to the subscription name(s) as recorded in the lottery's central computer system;
  
- t.** Subscriptions, once in effect, cannot be cancelled in whole or in part except as determined by the Party Lotteries.

- u.** Subscription renewal forms shall be forwarded to the subscriber by the Lottery within a time period prior to the subscription's expiration date as determined by the Party Lotteries.
- v.** The subscription renewal form shall contain the following information:
  - i. Subscriber's name;
  - ii. Subscriber's address;
  - iii. 5-2 digit numbers and one additional 2-digit number;
  - iv. Subscriber number;
  - v. Subscription number; and
  - vi. Expiration date including free play extensions, if any.
- w.** If the subscriber elects to continue a subscription, the subscriber shall provide the Lottery with the following information:
  - i. Subscription play length;
  - ii. Change of address, if applicable;
  - iii. Payment method; and
  - iv. A change of numbers of 5-2 digit numbers and 1 additional 2-digit number, if applicable.
- x.** [Reserved.]
- y.** If the subscriber selects payment for subscription by check, the check shall be payable to the "Vermont State Lottery" and attached to the subscription renewal form.
- z.** The completed subscription renewal form shall be forwarded to the Lottery headquarters for processing.
- aa.** Upon receipt of the subscription renewal form, the Lottery shall enter the subscriber's information into a lottery approved subscription database program.
- bb.** The database program will assign the next available effective draw date for the subscription, as determined by the Party Lotteries.
- cc.** The database program will assign a unique subscription number to the subscription.

**dd.**The Lottery will assign the following identification numbers to the subscription:

- i. Batch number; and
- ii. Sequence or certificate number.

**ee.**The Lottery shall print a subscription confirmation card which shall list the following information:

- i. Subscriber name;
- ii. Subscriber address;
- iii. 5, 2-digit numbers and 1, additional 2-digit number;
- iv. Day, month and year the subscription is effective;
- v. Day, month and year the subscription expires;
- vi. A gift message, if applicable;
- vii. Subscription number;
- viii. Batch number; and
- ix. Sequence or certificate number.

**ff.** The Lottery shall forward a subscription confirmation card to the subscriber.