

NORTH CAROLINA EDUCATION LOTTERY POLICIES AND PROCEDURES MANUAL

CHAPTER 2 – GAME RULES

2.04I – LUCKY FOR LIFE GAME RULES

General Rules

- A. The purpose of the Lucky for Life draw game is the generation of revenue for the Participating Lotteries, through the operation of a specially-designed multi-state lottery game that will award prizes to ticket holders matching specified combinations of numbers randomly selected in regularly scheduled drawings. The Participating State Lotteries originated with six (6) State Lotteries comprising the “New England Lotteries” and other State Lotteries known as “Licensee Lotteries.” These Rules shall apply to all NCEL Lucky for Life ticket holders and claimants. These Rules incorporate the “Official Lucky Game Rules for Lucky for Life,” as adopted by the New England Lotteries and Licensee Lotteries (“Attachment 1”). Attachment 1 is attached and incorporated by reference herein. The rules and terms specified herein shall be inclusive of the Official Lucky Game Rules for Lucky for Life (Attachment 1).
- B. During each Lucky for Life drawing, six (6) Winning Numbers will be selected from two (2) fields of numbers in the following manner: five (5) winning numbers from a field of one (1) through forty-eight (48) numbers, and one (1) Lucky Ball number from a field of one (1) through eighteen (18) numbers.
- C. Definitions:

Authorized Claim Center - Any NCEL Retailer or NCEL Office, based upon the prize claim limits as established by the NCEL.

Claimant and Claim - Any person or entity submitting a claim form and such claim form is received by a NCEL Office within the one hundred eightieth (180th) day from the Lucky for Life drawing date to collect a prize for an Official Lucky for Life Ticket. If the 180th calendar day falls on a day in which the NCEL is not open for business, the ticket must be claimed by the end of the NCEL’s next business day. A Claimant may be the Purchaser, the person or entity named on a signed Official Lucky for Life Ticket, the bearer of an unsigned Official Lucky for Life Ticket or any other person or entity who may seek entitlement to a Lucky for Life prize payment in accordance with these Rules, the North Carolina State Lottery Act, NCEL policies and procedures. No Claimant may assert rights different from the rights acquired by the original Purchaser at the time of purchase. A submitted claim does not guarantee payment.

Official Lucky for Life Ticket - A game ticket, produced on official paper stock by a NCEL Retailer or NCEL Office in an authorized manner, bearing player or computer selected numbers, game name, drawing date, amount of wager and validation data or is a properly and validly registered ticketless transaction play via the NCEL Subscription System.

NCEL Retailer - A person or entity authorized to sell all NCEL games including Lucky for Life.

- D. Ticket Sales

Multidraw Feature:

1. The maximum number of consecutive drawings encompassed by Multidraw Purchase is twenty-six (26).
2. In the event the Party Lotteries authorize a matrix change for Lucky for Life, Multidraw tickets will be honored. Prior to introducing a new matrix, the NCEL will incorporate a

NORTH CAROLINA EDUCATION LOTTERY POLICIES AND PROCEDURES MANUAL

CHAPTER 2 – GAME RULES

2.04I – LUCKY FOR LIFE GAME RULES

Multidraw step down feature that will reduce the Multidraw option from twenty-six (26) to zero (0). The Purchasers, however, will not be granted a refund for the balance of plays on their Multidraw Purchase.

E. Ticket Price

1. Official Lucky for Life Tickets may be purchased for two dollars (\$2.00), per play, or multiples thereof in the case of a Multidraw wager, at the discretion of the Purchaser. The Purchaser receives one play for each \$2.00 wagered in Lucky for Life.
2. The NCEL may authorize sale of Official Lucky for Life Tickets at a discount for promotional purposes.

F. Restrictions

1. The NCEL shall not be responsible for lost or stolen Official Lucky for Life Tickets.
2. Prize winners of the Top Prize (Prize Level #1) and second prize (Prize Level #2) must be a natural person who is at least eighteen (18) years of age. Proper identification shall be required to verify the prize winner's age. If the prize winner is one natural person and lives beyond the term established for the guaranteed portion of specified prize award, the prize winner may be required to provide an annual affidavit verifying that the prize winner is living, and such other information as requested by the NCEL. Legal entities such as corporations, partnerships, trusts and estates, are only eligible to claim the guaranteed portion of the specified prize award. For purposes of this section, "legal entities" shall not include an individual natural person. Multiple individuals on one winning ticket are only eligible to win the proportionate share of the guaranteed portion of the specified prize award. The Top Prize (Prize Level #1) and second prize (Prize Level #2) and the associated benefits thereon will not be awarded to legal entities and multiple individuals claiming under one winning ticket.
3. Top Prize (Prize Level #1) and Second Prize (Prize Level #2) prizes shall be paid, at the election of the player, no later than sixty (60) days after the player becomes entitled to the prize, with either a per winner annuity or cash option payment. An election made after the winner becomes entitled to the prize is final and cannot be revoked, withdrawn or otherwise changed. If no declaration is made by close of business on the 60th day after the prize has been claimed, the prize shall be paid under the Annuitized Payment Option. No Top Prize (Prize Level #1) and Second Prize (Prize Level #2) payment will be processed until the Claimant submits a form irrevocably selecting a payment option, or the 60-day selection period lapses, whichever shall first occur.

G. Time of Drawing

Lucky for Life drawings shall be conducted at approximately 10:38 p.m. Eastern Time. Lucky for Life drawings shall be conducted on both Monday and Thursday at the designated time. However, the day, time or location of the Lucky for Life drawings may be modified as determined by the Participating State Lotteries and publicly announced by the NCEL.

H. Ticket Validation Requirements

NORTH CAROLINA EDUCATION LOTTERY POLICIES AND PROCEDURES MANUAL

CHAPTER 2 – GAME RULES

2.04I – LUCKY FOR LIFE GAME RULES

1. To be a valid ticket and eligible to receive a prize, a ticket shall satisfy all the requirements established by the NCEL for validation of winning tickets sold through the NCEL's on-line gaming system, NCEL Subscription System and any other validation requirements adopted by the Participating State Lotteries. The Participating Lotteries shall not be responsible for tickets which are altered in any manner.
2. Under no circumstances will a claim be paid for any Lucky for Life prizes without an Official Lucky for Life Ticket matching all game play, serial number and other validation data residing in the NCEL's gaming system computer or NCEL Subscription System and such ticket shall be the only valid proof of the wager placed and the only valid receipt for claiming or redeeming such prize. A terminal produced paper receipt has no pecuniary or prize value and shall not constitute evidence of ticket purchase or of numbers selected.
3. In addition to the above, in order to be deemed a valid, winning Official Lucky for Life Ticket, all of the following conditions must be met:
 - a. The validation data must be present in its entirety and must correspond, using the computer validation file, to the number selections printed on the ticket for the drawing date(s) printed on the ticket;
 - 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 NCEL Retailer or Office on the NCEL's official paper stock;
 - f. The ticket must not have been stolen, to the knowledge of the NCEL;
 - g. The ticket must be submitted for payment in accordance with Section J below;
 - h. The ticket data must have been recorded on the central computer system prior to the drawing and the ticket data must match this computer record in every respect. In the event of a contradiction between information as printed on the ticket and as accepted by the NCEL gaming system, the wager accepted by the NCEL gaming system shall be the valid wager;
 - i. The player or computer number selections, security code and the drawing date(s) of an apparent winning ticket must appear on the official file of winning tickets, and a ticket with that exact data must not have been previously paid;
 - j. The ticket must not be mis-registered, deceptively printed or printed or produced in error to an extent that it cannot be processed by the NCEL;

NORTH CAROLINA EDUCATION LOTTERY POLICIES AND PROCEDURES MANUAL

CHAPTER 2 – GAME RULES

2.04I – LUCKY FOR LIFE GAME RULES

- k. The ticket must pass the validation tests and all other confidential security checks of the NCEL;
 - l. In submitting an Official Lucky for Life Ticket for validation, the Claimant agrees to abide by all applicable laws, rules and regulations, instructions, conditions and final decisions of the NCEL;
 - m. There must not be any other breach of these Lucky for Life Rules in relation to the ticket which, in the opinion of the NCEL Director, justifies invalidation; and
 - n. The ticket must be submitted to the jurisdiction where such ticket was purchased.
4. An Official Lucky for Life Ticket submitted for validation which fails any of the preceding validation conditions shall be considered void, subject to the following determinations:
- a. In all cases of doubt, the determination of the NCEL Director shall be final and binding; however, the NCEL Director may, at his/her option, replace an invalid ticket with an Official Lucky for Life Ticket of equivalent sales price;
 - b. In the event a defective ticket is purchased or in the event the NCEL 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 Lucky for Life Ticket of equivalent sales price; or
 - c. In the event an Official Lucky for Life Ticket is not paid by the NCEL and a dispute occurs as to whether the ticket is a winning ticket, the NCEL may, at its option, replace the ticket as provided in paragraph (a) of this subsection. This shall be the sole and exclusive remedy of the Claimant.
- I. Procedure for Claiming and Payment of Prizes
- 1. Prizes shall be redeemed or claimed only in the jurisdiction where the Official Lucky for Life Ticket was purchased, effective upon determination of prize payouts, for a period of 180 days from the drawing date. Any prizes less than \$600 from a NCEL Lucky for Life ticket may be claimed at any one of the NCEL Retailers, NCEL Offices or via mail addressed to the North Carolina Education Lottery at P.O. Box 41606, Raleigh, NC 27629-1606. Any prizes \$600 to \$99,999 from a NCEL Lucky for Life ticket must be submitted to the NCEL's Headquarters, a Regional Office or via mail addressed to the North Carolina Education Lottery at P.O. Box 41606, Raleigh, NC 27629-1606, by the end of the business day (local standard time), as posted by the NCEL, on the 180th day from the drawing date. Any prizes \$100,000 or greater from a NCEL Lucky for Life ticket must be submitted in person at the NCEL's Headquarters by the end of the business day (local standard time), as posted by the NCEL, on the 180th day from the drawing date. If the 180th calendar day falls on a day in which the NCEL is not open for business, the ticket must be claimed by the end of the NCEL's next business day.
 - 2. Claimants of a winning Official Lucky for Life Ticket must comply with the prize claim requirements of the NCEL, including signing the back of the original ticket.

NORTH CAROLINA EDUCATION LOTTERY POLICIES AND PROCEDURES MANUAL

CHAPTER 2 – GAME RULES

2.04I – LUCKY FOR LIFE GAME RULES

3. In the event that a single Official Lucky for Life Ticket contains two (2) or more winning game panels, the cumulative prize amount shall be claimed or redeemed in accordance with the specified prize payment limits as established by the NCEL.
4. Federal, State and Local (if applicable) withholding taxes and state debt setoff amount, where applicable, shall be withheld from Lucky for Life prizes by the NCEL in such amounts as may be required by law.
5. Lucky for Life prizes shall not be paid to any person prohibited from playing Lucky for Life in a particular Participating Lottery, by these Rules or by the governing law or rules of that Participating Lottery or any contract executed by that Participating Lottery.
6. There shall be no assignment of Lucky for Life prizes.
7. The name, city and state of residence of a winner, game played, amount won and date won may be disclosed in a press conference or in a press release and the winner may be required to participate in a press conference.

J. Unclaimed Prize Money

For winning Official Lucky for Life Tickets for which no claim or redemption is made within the specified claim period as set forth in these Rules, the corresponding prize monies shall be returned to the NCEL in accordance with procedures for the reconciliation of prize liability as stated in the Lucky for Life Finance and Operations Procedures.

- K. **Governing Law:** In purchasing a NCEL Lucky for Life ticket, the Purchaser agrees to comply with and be bound by the North Carolina State Lottery Act, NCEL rules, policies and procedures, and by directives and determinations of the NCEL Executive Director. The Purchaser agrees that, as its sole and exclusive remedy, claims arising out of any NCEL Lucky for Life ticket can be pursued only against the NCEL. Litigation, if any, shall only be maintained within the state in which the Official Lucky for Life Ticket was purchased and only against the Participating Lottery that issued the ticket. Nothing in these Rules shall be construed as a waiver of any defense or claim the NCEL may have in the event the Purchaser pursues litigation against the State of North Carolina, the NCEL, their Commissioners, officers or employees.

- L. **All decisions made by the Participating Lotteries, including the declaration of prizes and the payment thereof and the interpretation of Lucky for Life 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”

Table of Contents	
Section	Page Number
Introduction	1
Part I Lotteries Offering the Game	1
Part II Purpose	1
Part III Term	1
Part IV Definitions	1
Part V Drawing Procedures	3
Part VI Game Description and Characteristics	3
A. Game Designation	3
B. Game Design	3
C. Game Purchases	3
D. Ticket Format	3
E. Ticket Price	3
1. Uniform Price	3
2. Taxes	3
3. Cost Per Play	3
4. Promotions	3
5. Tickets as Prizes	3
6. Contributions to Prize Pool	3
F. Play Restrictions and Play Styles	4
1. Ticket Sales to Minors Prohibited	4
2. Ticket Cashing by Minors	4
3. Ineligible Players	4
4. Ticket Cancellations Prohibited	4
5. Game Sell-Out Prohibited	4
6. Claims	4
7. Disclosure of Game Winners	4
8. Use of Play Slips	5
9. Manual Entry	5
10. Quick Pick	5
11. Customer Select	5
12. Replay Feature	5
13. Advance Action or Multi-Draw	5
14. Subscriptions or Season Tickets	5
15. Limited to Highest Prize Won	5
16. Prize Claim Period	5
17. Player Responsibility	5
18. Prize Payments	5
Part VII Prize Liability Limits, Prize Payouts and Prize Levels	5
A. Prize Liability Limits	5
B. Entitlement to Prizes by Winners	7
C. Payment of Prizes	7
D. Statistical Information	8
Part VIII Disputes	9
Part IX Applicable Law	9

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 Play Slip, 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 On-Line 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. "On-Line Gaming System" shall mean a computer wagering system or internet-based sales system used by a Party Lottery to issue and validate Game Tickets.
- 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. "Play Slip," "Selection Slip", "Bet Slip" or any other such 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 such 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 On-Line 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 such term utilized by a Party Lottery shall have the meanings given them in each Party Lottery jurisdiction.
- U. "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.
- V. "Top Prize" shall mean the Game's first prize.

- W. "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.

PART VI GAME DESCRIPTION AND CHARACTERISTICS.

- A. Game Designation. For purposes of identification, the Game shall have a designated game number in the On-Line Gaming System.
- B. 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.
- 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 such 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 such 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 all such 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 as defined by each Party Lottery's jurisdictional law.

2. Ticket Cashing by Minors. Subject to the each Party Lottery's jurisdictional laws, Game Tickets may not be cashed or redeemed by minors under the age of eighteen (18) years.
3. 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:
 - a. A Party Lottery employee, officer, director, board member or commissioner.
 - b. A contractor or consultant under agreement with any Party Lottery to perform audit and security procedures.
 - c. An employee of the independent certified public accounting firm under contract with any New England Lottery to oversee Game Drawings.
 - d. An employee of a Party Lottery's on-line vendor.
 - e. An employee of a Party Lottery's advertising or public relations provider.
 - f. An immediate family member (parent, stepparent, child, stepchild, spouse, sibling or person engaged in a domestic partnership or civil union) of an individual described in Subsections a, b, c, d, e or f residing as a member of the same household in the principal place of residence of any such person.
 - g. 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 such 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 Play Slip 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.
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 such 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. Such winner may be required to participate in a press conference.

8. Use of Play Slips. Players may submit a completed Play Slip to any Sales Retailer to have issued a Game Ticket. Play Slips shall be available at no cost to the Purchaser and shall have no pecuniary or prize value, or constitute evidence of purchase or number selections. The use of facsimiles of Play Slips, copies of Play Slips, or other materials that are inserted into the Terminal's Play Slip 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. Such 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 Play Slip and submit the completed Play Slip 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 On-Line Gaming System rather than by the Player.
11. Customer Select. Players may select their own numbers by completing a Play Slip 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 On-Line 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.

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 such 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.
 - 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. If the Top 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 Top Prize Winner shall be 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.
 - 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.
 - 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 On-Line 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.

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.