

**LOTTO AMERICA<sup>SM</sup> GROUP RULES**

*Adopted August 10, 2017*

*Amended January 27, 2021 to be effective January 27, 2021*

**PART I — ADMINISTRATION**

**L A RULE 1—DISPUTES, VOTING, ELECTIONS.**

**1.1 First Review.** The Product Group shall have the first opportunity to informally resolve any disputes arising among Party Lotteries regarding the Product Group, rules, policies, or guidelines. The Selling Lottery seeking resolution of a dispute shall seek a remedy from the Product Group by filing a notice of dispute with the Product Group. Filing shall be done by certified mail, return receipt requested, addressed to the Executive Director. If the Product Group fails to resolve the dispute to the satisfaction of any party to the dispute within sixty (60) days after receiving notice of the dispute, the aggrieved Selling Lottery may seek any other remedy authorized by the Multi-State Lottery Agreement.

**1.2 Voting.** Unless a different requirement is stated in these Rules, the Product Group shall take actions by a majority of members casting votes.

*Amended June 6, 2019.*

**1.3 Amendment of Rules.** These Product Group Rules may be amended upon a vote of two-thirds (2/3) or more of the members casting votes. For rule amendments under Rule 27.9, Emergency Rulemaking Authority, the rules may be amended upon a vote of three-fourths (3/4) or more of the members casting votes.

*Amended May 6, 2020 to be effective after the Drawing on June 13, 2020; January 27, 2021.*

**1.4 Quorum.** The quorum necessary to hold an official meeting of the Product Group shall be representation in person or by proxy from more than fifty percent (50%) of all members. If neither the Chair nor Vice-Chair can attend a scheduled meeting in person, then the meeting shall be rescheduled.

**1.5 Elections.** A Product Group Chair and Product Group Vice-Chair shall be elected for one-year terms. The Chair shall appoint a Nominating Committee to recommend candidates to the Product Group. Nominations may also be made by motion and properly seconded.

**L A RULE 2— Reserved.**

**L A RULE 3—BUDGET.**

**3.1 Duties of Executive Director.** Annually or on a more frequent basis, the Executive Director shall prepare and submit to the Product Group Chair a proposed budget and fees for the Party Lotteries to pay the Product Group for the services it renders to them and shall be paid as a fee for services by each of the Party Lotteries in accordance with estimated sales. An acceptable method of payment shall be determined by the Product Group, subject to approval by the Board.

If a lottery withdraws from participation in the product group without giving proper notice of such withdrawal before approval of the group's budget, then that Participating Lottery shall not be entitled to a refund of its contributions to the budget.

If the Product Group terminates before the end of a fiscal year, all unspent funds shall be returned to the lotteries which contributed to the Group's budget, however Group contributions to MUSL overhead expenses shall not be refunded.

**L A RULE 4—DRAWINGS.**

The Executive Director shall establish, with Product Group approval, the minimum drawing procedures to be established for the drawing of winning numbers and shall work with the lottery conducting the drawing to implement the procedures. The Drawing Procedures shall include procedures for randomly selecting the Winning Numbers.

Drawings shall be held at the times and places established by the Product Group and the results shall be subsequently announced to the public. All drawings shall be open to the public and shall be witnessed by an independent certified public accounting firm and other Selling Lottery officials as may be required by jurisdiction statute.

The Selling Lottery Director shall determine the time for the end of sales prior to the drawings, which shall not be less than a minimum of fifty-nine (59) minutes between the close of the game Play sales and the time of the drawing for those Plays sold. Terminals shall not process Plays for that drawing after the time established by the Selling Lottery Director.

The Product Group shall designate or delegate the type of drawing equipment to be used and any equipment used in a drawing shall be inspected and tested by the draw officials in the presence of an independent certified public accounting firm before the drawing. All drawings, inspections, and tests shall be video- and audio-recorded.

**L A RULE 5— Reserved.**

**L A RULE 6—RECORDS MANAGEMENT.**

**6.1 Records Defined.** "Records" shall mean any document, paper, photograph, or recording made or received, in whatever form, in connection with the official business of the Product Group. Records do not include materials made or acquired for reference or exhibition purposes, or miscellaneous papers or correspondence without official significance.

**6.2 Duties of Executive Director.** The Executive Director shall maintain Product Group records in a secure and orderly manner.

**6.3 Confidentiality.** To the maximum extent practical, Product Group records shall be made available for inspection by participating lotteries in a reasonable and responsible manner.

**6.4 Records Retention.** The Executive Director shall establish the minimum retention period for each record or class of record with Product Group approval. The Executive Director shall establish the criteria for the disposal of Product Group records.

**L A RULE 7—Reserved.**

**L A RULE 8—PETITION FOR ADMISSION.**

**8.1 MUSL Rule 2 Compliance - Minimum ICS Standards.** A Lottery seeking admission to the Product Group shall have a fully tested internal control system that meets or exceeds the minimum standards set forth in MUSL Rule 2 (Minimum ICS Standards) before sales of Plays commence. The Security and Integrity Committee shall review the internal control systems of each lottery seeking admission to the Product Group for compliance with Rule 2 (Minimum ICS Standards) and shall issue a written report summarizing its findings.

**8.2 Other Admission Requirements.** The Product Group shall determine other admission requirements as allowed by the Agreement.

**L A RULE 9—EXPULSION OR SUSPENSION OF A PARTY LOTTERY.**

**9.1** The Product Group can expel or suspend a Party Lottery of the Product Group for cause as determined in the sole discretion of the Product Group with the consent of two-thirds (2/3) or more of the members casting votes in conformance with the MUSL Agreement. If the Product Group votes to expel or suspend a Party Lottery as provided in the Agreement, the Party Lottery being considered for expulsion or suspension shall be excluded from the vote in that proceeding and shall also be excluded from any subsequent vote by the Product Group to reinstate that Party Lottery, and in the voting calculations outlined in these Product Group Rules.

*Amended November 7, 2017; June 6, 2019; January 27, 2021.*

**9.2** The Product Group can reinstate a Party Lottery of the Product Group with the consent of two-thirds (2/3) or more of the members casting votes in conformance with the MUSL Agreement. Requests for reinstatement shall be considered by the Product Group at its earliest convenience, following submission of support sufficient for such reinstatement from the requesting lottery.

*Adopted November 7, 2017*

*Amended June 6, 2019; January 27, 2021.*

**9.3** Any Party Lottery, which fails, is unwilling, or loses the ability to transfer prize contributions as required under these Rules shall suspend its sales of Lotto America within seven (7) days of such failure or loss of ability. The Party Lottery may request reinstatement as provided for under these Rules. Failure to notify the Product Group of such circumstances, or of the suspension of sales, or the failure to suspend sales as required, shall be grounds for suspension or expulsion.

*Adopted November 7, 2017.*

**9.4** Any Party Lottery that fails, is unwilling, or loses the ability to pay all prize levels in the game(s) after prize claimants have met all prize claim procedures of the Party Lottery, the Group and the MUSL Board, shall immediately suspend its sales of Lotto America upon such failure, unwillingness or loss of ability. The Party Lottery may request reinstatement as provided for under these Rules. Failure to notify the Product Group of such circumstances, or of the suspension of sales, or the failure to suspend sales as required, shall be grounds for suspension or expulsion.

*Adopted November 7, 2017.*

#### **L A RULE 10—ADVERTISING.**

**10.1 Unfair Advertising.** No Selling Lottery may advertise, either directly or indirectly, that Lotto America Plays sold in its jurisdiction offer better odds, better chances of winning, or better payoffs than Lotto America Plays sold in other jurisdictions. This rule does not prohibit a Selling Lottery from offering retailer promotions or other creative promotions designed to increase the sale of Lotto America Plays.

**10.2 Grand Prize Estimate.** No Selling Lottery may advertise an estimated or guaranteed Grand Prize amount that is different than the estimated or guaranteed Grand Prize amount provided to the Selling Lottery by the Product Group.

#### **L A RULE 11—PLAY PRICE.**

**11.1 Uniform Price.** Each Play shall be sold at retail for the price set by the Product Group.

**11.2 Taxes.** The Play price set by the Product Group shall include all the applicable taxes that a Selling Lottery may be required to collect.

**11.3 Discounts, Rebates, and Promotions.** A Selling Lottery may offer Plays through discounts, rebates, or promotions, without Product Group approval, for a period not to exceed ninety (90) days in any six-month period after advising all Group members of the terms and dates of the offering. A Selling Lottery may offer other discounts, rebates, or promotions as may be approved by the Product Group.

**11.4 Plays as Prizes.** Nothing in this rule shall prohibit a Selling Lottery from offering Plays as a prize in any other game or promotion operated by the Selling Lottery after advising all Group members of the terms and dates of the offering.

**11.5 Contribution to Prize Pool.** Selling lotteries that offer Plays as a prize or as part of an authorized discount, promotion, or rebate shall contribute to the prize pool the full amount assessed for a Play sold at the uniform price.

*Comment.* Rules 11.3 and 11.4 are intended to require reporting only where the price of the Lotto America Play is reduced by a promotion or is given away for free. A Selling Lottery need not report promotions that do not change the price of the Play. Promotions that increase the “value” of a Play or that offer other lottery games free or at a reduced price with the purchase of a Lotto America Play do not need to be reported. The intent of the rule is to advise contiguous lotteries when their players might find that they can get the same Lotto America Play at a reduced price from another lottery – not that they can get that other lottery’s games at a reduced price.

## **L A RULE 12—SALE OF PLAYS.**

**12.1 Authorized Agents.** Lotto America Plays shall be sold only through agents and means authorized by a Selling Lottery.

**12.2 Ticket Stock.** Lotto America Plays shall be sold through an authorized Selling Lottery and, other than ticketless transaction Plays, shall be printed on ticket stock that meets the security requirements for ticket stock used in the Selling Lottery's other games and other requirements adopted by the MUSL Board and the Product Group.

**12.3 MUSL Markings.** All Play Slips used in the game shall contain registered game trademarks and shall communicate other information as may be required by the MUSL Board and the Group.

**12.4 Game Sell Out Prohibited.** No Selling Lottery shall directly and knowingly sell a Play or combination of Plays to any person or entity that would guarantee such purchaser a Grand Prize win.

**12.5 Location and Method of Sales.** An offer to buy and an offer to sell a Lotto America Play shall be made only at a location or only by a method that is licensed, certified, authorized, or contracted by the Selling Lottery.

## **L A RULE 13—PRIZE PAYMENTS.**

No Selling Lottery may pay prizes that are less than or more than the prize amounts established by the Product Group. The prize won cannot be indirectly increased by Selling Lottery promotions or agent promotions that have the effect of increasing the designated Lotto America prize.

## **L A RULE 14—LOTTO AMERICA PRIZE FUND TRANSFERS.**

**14.1 Prize Funds Transferred to MUSL.** Each Party Lottery shall transfer to the MUSL in trust an amount as determined by the Product Group to be its total proportionate share of the Lotto America prize pool less actual low-tier Lotto America prize liability. If this results in a negative amount, the MUSL central office shall transfer funds from the appropriate prize account to the Party Lottery.

**14.2 Grand Prize Funds Transferred to Selling Lottery.** Grand Prize amounts held by MUSL shall be transferred to the Selling Lottery immediately after the Selling Lottery validates the prize claim and a Grand Prize payout election has been determined, and after MUSL has collected the prize pool shares from all Selling Lotteries.

**14.3 Unclaimed Grand Prizes.** All funds to pay a Grand Prize, that had been collected by MUSL from a Selling Lottery and that went unclaimed shall be returned to the Selling Lotteries in proportion to sales by Selling Lotteries for the Grand Prize in question after the claiming period set by the Selling Lottery selling the winning Play expires.

If after a winning Play has not been claimed or redeemed and the corresponding prize monies have been returned to Participating Lotteries pursuant to this Rule, a claim is made or redemption sought which a Selling Lottery pays (i) as a result of the provisions of the Servicemembers Civil Relief Act (50 U.S.C. App. §3901 et seq as amended) (SCRA); (ii) as a result of jurisdictional legislation adopted to satisfy the requirements of the SCRA; or (iii) as a result of jurisdictional legislation requiring such payment to a member of the armed forces who was engaged in active military service outside the paying Selling Lottery jurisdiction when the usual permitted time period to make a claim or seek redemption expired, each other Participating Lottery, that was a Participating Lottery at the time of the drawing, shall reimburse the paying Selling Lottery in an amount equal to the amount such other Participating Lottery would have contributed to the prize had the claim been made or redemption sought within the usual permitted time period for that claim or redemption. The provisions of this rule shall remain in force and effect and be binding upon the Participating Lotteries without regard to whether the Lotto America game remains in existence and/or whether the Selling Lottery seeking reimbursement has withdrawn from the game at the time a Selling Lottery seeks reimbursement pursuant to this rule.

**L A RULES 15 through 18** —Reserved.

**L A RULE 19—FUNDS TRANSFER.**

Funds shall be collected from each Party Lottery weekly by wire transfer, electronic funds transfer, or other means acceptable to the Product Group. The amount to be transferred shall be calculated in accordance with these rules. The Product Group shall determine collection days.

*Comment. Funds shall be collected weekly from Party Lotteries on the Monday, or the first banking day, that is twelve (12) days from the applicable Wednesday drawing or nine (9) days from the applicable Saturday drawing.*

**L A RULE 20** — Reserved.

**L A RULE 21—ADVANCE SALES.**

Proceeds from advance sales may be held by the Party Lottery until the draw date for which the Play applies.

**L A RULES 22 through 25** — Reserved.

**PART II LOTTO AMERICA<sup>SM</sup> GAME RULES**

*Last Amended June 6, 2019 to be effective December 7, 2019.*

**L A RULE 26—DEFINITIONS.**

The following definitions apply to all Parts of these rules unless the context requires a different meaning or is otherwise inconsistent with the intention of these rules adopted by the Product Group. Capitalized terms used but not defined in these rules shall have the meanings ascribed to them in the MUSL Agreement.

**26.1** “Advertised Grand Prize” shall mean the estimated annuitized Grand Prize amount as determined by the MUSL Central Office by use of the MUSL Annuity Factor and communicated through the Selling Lotteries prior to the Grand Prize drawing. The “Advertised Grand Prize” is not a guaranteed prize amount and the actual Grand Prize amount may vary from the advertised amount, except in circumstances where there is a guaranteed Grand Prize amount as described in Rule 30.5.

**26.2** “Agent” or “retailer” means a person or entity authorized by a Selling Lottery to sell lottery Plays.

**26.3** “All Star Bonus” shall refer to the All Star Bonus Multiplier Promotion described in Part III of these Rules.

**26.4** “All Star Bonus Multiplier Plays” shall refer to Plays purchases as part of the All Star Bonus Multiplier Promotion described in Part III of these Rules.

**26.5** A “Drawing” refers collectively to the formal draw event for randomly selecting the winning indicia that determine the number of winners for each prize level of the Lotto America game. Winning indicia include the Winning Numbers for the Lotto America game.

**26.6** “Computer pick” means the random selection of indicia by the computer that appear on a ticket or ticketless transaction and are played by a player in the game.

**26.7** “Game ticket” or “ticket” means an acceptable evidence of play, which is a ticket produced in a manner that meets the specifications defined in the rules of each Selling Lottery and Rule 31 (Ticket Validation) and is a physical representation of the Play or Plays sold to the player or is a properly and validly registered ticketless transaction Play.

**26.8** “Grand Prize” shall refer to the top prize in the Lotto America game.

**26.9** “Lotto America Play” shall refer to Plays purchased as part of the Lotto America game, but shall not include All Star Bonus Multiplier Plays.

**26.10** “MUSL” means the Multi-State Lottery Association, a government-benefit association wholly owned and operated by the Party Lotteries.



**26.11** “MUSL Annuity Factor” shall mean the annuity factor as determined by the MUSL central office through a method approved by the MUSL Finance and Audit Committee and which is used as described in these Rules.

**26.12** "MUSL Board" means the governing body of the MUSL, which is comprised of the chief executive officer of each Party Lottery.

**26.13** “MUSL Finance and Audit Committee” shall mean the committee of that name established by the MUSL Board.

**26.14** “Participating Lottery” or “Selling Lottery” means a state lottery or lottery of a political subdivision or entity that is authorized by the Product Group to participate in selling the Lotto America game.

**26.15** "Party Lottery" or “Member Lottery” means a state lottery or lottery of a political subdivision or entity that has joined the MUSL and, in the context of these Product Group Rules, that is authorized to sell the Lotto America game.

**26.16** "Play" or "Bet" means a set of six (6) numbers, the first five (5) from a field of fifty-two (52) numbers and the last one (1) from a field of ten (10) numbers, that appear on a ticket or communicated in a ticketless transaction as a single lettered selection and are to be played by a player in the Lotto America game. Each Play is played separately in determining matches to winning numbers and prize amounts.

As used in these Rules, unless otherwise specifically indicated, “Play” or “Bet” includes Lotto America Plays.

“All Star Bonus Multiplier Plays” are separately described in Part III of these Rules.

**26.17** "Play Slip" or "Bet Slip" means a physical or electronic means by which a player communicates their intended Play selection to the retailer as defined and approved by the Selling Lottery.

**26.18** “Product Group” or “the Group” means a group of lotteries that has joined together to offer a product pursuant to the terms of the Multi-State Lottery Agreement and the Product Group’s own rules.

**26.19** "Set Prize", also referred to as “low-tier prize”, means all other prizes, except the Grand Prize, and, except in instances outlined in these rules, will be equal to the prize amount established by the Product Group for the prize level.

**26.20** "Terminal" means a device authorized by a Selling Lottery to function in an on-line, interactive mode with the computer gaming system for the purpose of issuing lottery tickets and entering, receiving, and processing lottery transactions, including making purchases, validating tickets, and transmitting reports.



**26.21** “Ticketless Transaction” shall include Plays sold through subscription, internet, or non-standard terminals.

**26.22** “Winning Numbers” means the indicia randomly selected during a Drawing event which shall be used to determine winning Plays for the Lotto America game contained on a game ticket or ticketless transaction.

**L A RULE 27—LOTTO AMERICA GAME DESCRIPTION.**

**27.1** Lotto America.

(a) Lotto America is a five (5) out of fifty-two (52) plus one (1) out of ten (10) numbers lottery game drawn every Wednesday and Saturday as part of the Lotto America drawing event, which pays the Grand Prize, at the election of the player made in accordance with these rules or by a default election made in accordance with these rules, either on an annuitized pari-mutuel basis or as a single lump sum payment of the total funding held in the Grand Prize Pool (GPP) for the winning drawing on a pari-mutuel basis. Except as provided in these rules, all other prizes are paid on a single payment basis.

(b) Lotto America Winning Numbers applicable to determine Lotto America prizes will be determined in the Lotto America Drawing event. During the drawing event, five (5) numbers shall be drawn from the first set of fifty-two (52) numbers, and one (1) number shall be drawn from the second set of ten (10) numbers, which shall constitute the Winning Numbers.

(c) To play Lotto America, a player shall select (or computer pick) five (5) different numbers, from one (1) through fifty-two (52) and one (1) additional number from one (1) through ten (10). The additional number may be the same as one of the first five numbers selected by the player.

(d) Plays can be purchased for one dollar (U.S. \$1.00), including any specific statutorily mandated tax of a Selling Lottery to be included in the price of a Play.

(e) Plays may be purchased from a Selling Lottery approved sales outlet in a manner as approved by the Selling Lottery and in accordance with MUSL Rules

**27.2 Claims.** Unless otherwise permitted by a selling lottery, a ticket (subject to the validation requirements set forth in Rule 31 (Ticket Validation)) or properly registered ticketless transaction shall be the only proof of a game Play or Plays and the submission of a winning ticket to the issuing Selling Lottery or its authorized agent 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 play purchase or of numbers selected. A terminal-produced paper receipt has no pecuniary or prize value and shall not constitute evidence of play purchase or of numbers selected.

**27.3 Cancellations Prohibited; Request for Plays, Returned Plays, Incomplete Transaction Plays, Stolen Plays and Refunds for Game Cancellations.** (a) **Plays Non-Cancellable.** In all instances, a Play recorded on the CGS may not be voided or cancelled by returning the ticket or ticketless transaction to the Retailer or to the Selling Lottery, including tickets that are misprinted, illegible, printed in error, or for any reason not successfully transferred to an authorized selling entity or Player.

(b) **Request for Plays.** A lottery may conduct future sales through a subscription or other system that does not immediately record such sales on the CGS. A “Request for Play” is a sale that is not immediately recorded on the CGS, but is instead recorded onto the CGS at some future time prior to a draw event. At the sole discretion of the lottery, authorized sales through a subscription or other system that has not been recorded on the CGS (instead recorded as “Request for Plays”), may be cancelled at any time prior to the time the Request for Play is recorded as a Play on the CGS. If a Request for Play is cancelled, it shall not be recorded on the CGS.

Per 27.3(a), once a Play is recorded on the CGS, it may not be cancelled at any time. Any cancelled “Request for Play” shall not be included in sales data report to MUSL.

*Comment: Examples of instances when Selling Lotteries may desire to permit cancellation of subscription “Request for Plays” include game matrix changes, price changes, modifications of game features, players who enroll in self-exclusion programs, and other circumstances as may be determined by the Selling Lottery.*

(c) **Returned Plays.** To promote good Player or Retailer relations, a Selling Lottery, at its sole discretion, may develop a method of compensating Players or Retailers for Plays accepted by the Selling Lottery as returned to the Selling Lottery (“Returned Plays”) that are misprinted, illegible, printed in error, future Plays affected by changes in game features by the Selling Lottery or due to game cancellations.

Returned Plays may not be cancelled or voided. Returned Plays are not reported to MUSL.

The Selling Lottery must remit its required prize pool contributions on all Plays accepted as returned Plays by the Selling Lottery.

Returned Plays may not be claimed for a prize by any person or entity, including the Selling Lottery. Any prizes which would have been won on a Returned Play shall become an unclaimed prize at the end of the prize claim period.

**(d) Incomplete Transaction Plays.** Incomplete Transaction Plays occur when a Retailer begins a Play transaction as requested by a Player, and the Play is registered on the CGS, but the transaction is terminated prior to transferring Play confirmation to the Player, there is no attempt to print the Play on a ticket, and the Player has not paid for the Play. Transaction terminations may be due to time sensitivities, communications loss or other issues as accepted by the Selling Lottery.

A Selling Lottery, at its sole discretion, may develop an approved method of managing Incomplete Transaction Plays, subject to these provisions.

Incomplete Transaction Plays may not be cancelled or voided.

The Selling Lottery must remit its required prize pool contributions on any Incomplete Transaction Plays. At its sole discretion, the Selling Lottery may develop a method of compensation Retailers for Incomplete Transaction Plays if Retailers are required to reimburse Selling Lotteries for prize pool contributions.

Incomplete Transaction Plays may not be claimed for a prize by any person or entity including the Retailer. Any prize which cannot be claimed as a prize under this Rule but would otherwise have been won on an Incomplete Transaction Play shall become an unclaimed prize at the end of the prize claim period of the drawing for which the Incomplete Transaction Play was recorded. Incomplete Transaction Plays are not reported to MUSL.

**(e) Stolen Plays.** Plays reported as stolen from a Retailer that have been recovered cannot be accepted by the Selling Lottery as Returned Plays.

Selling Lotteries may compensate a Retailer for the loss from theft if a Selling Lottery, solely at its discretion, determines to assume such a loss, but Stolen Plays cannot be cancelled or voided.

Ownership of Stolen Plays, and whether any party has a right to claim prizes on Stolen Plays, shall be determined by the rules of the Selling Lottery.

**(f) Game Cancellation.** In the event of cancellation of the Game by the Product Group prior to the occurrence of all drawings for which Plays have been sold and recorded on the CGS, the Selling Lottery may provide a refund mechanism for such Plays to the Players, and the Selling Lottery shall not be required to remit its prize pool contributions for any such refunded Plays.

**(g) Selling Lotteries Prohibited from Claiming Prizes.** Selling Lotteries and lottery officials are prohibited from claiming any prizes on Plays that are owned by the Selling Lottery through “Returned Plays” or otherwise acquired and held by the Selling Lottery. Any prizes that would otherwise be won on Plays owned or acquired by Selling Lotteries shall become unclaimed prizes at the end of the prize claim period.

*Comment: Last amended June 6, 2019 to be effective with the drawing on December 7, 2019.*

*Amended June 6, 2019 to be effective December 7, 2019.*

**27.4 Player Responsibility.** It shall be the sole responsibility of the player to verify the accuracy of the game Play or Plays and other data printed on the ticket or contained in a ticketless transaction. The placing of Plays is done at the player's own risk through the agent that is acting on behalf of the player in entering the Play or Plays. The purchaser of a Play or Plays through a ticketless transaction has the sole responsibility for verifying the accuracy and condition of the data at the time of purchase.

**27.5 Entry of Plays.** Plays may only be entered manually using the lottery terminal keypad or touch screen or by means of a Play Slip as approved by the Selling Lottery or by such other means approved by the Selling Lottery. Retailers shall not permit the use of Play Slips that are not approved by the Selling Lottery. Retailers shall not permit any device to be physically or wirelessly connected to a lottery terminal to enter Plays, except as approved by the Selling Lottery.

**27.6 Registration of Plays.** Ticketless transaction Plays may be registered by the Selling Lottery at a lottery processing site that meets the requirements established by the Product Group and the MUSL Board.

**27.7 Maximum Purchase.** Except for a ticketless transaction Play purchase when the Selling Lottery has a process in place to allow players to make changes to their Play purchases in the event of a game change, the maximum number of consecutive drawings on a single Play purchase is fifty-two (52). The maximum number of consecutive drawings encompassed by a ticketless transaction Play purchase when the Selling Lottery has a process in place to allow players to make changes to their Play purchases in the event of a game change is one hundred four (104).

**27.8 Matrix Change.** In the event of a matrix change, the Selling Lottery that issued the ticketless transaction will determine the option(s) available to ticketless transaction purchasers from that Selling Lottery for the balance of Plays remaining on their ticketless transactions effective as of the date of the matrix change.

*Amended January 27, 2021.*

**27.9 Emergency Rulemaking Authority.** The Product Group recognizes that rulemaking procedures in each state are unique and play a critical role in the governance of the multi-jurisdictional game. Pursuant to the Product Group's fiduciary duty, the Product Group similarly recognizes that it may become necessary for the Product Group to propose or adopt a permanent rule change or modification to protect the integrity of a game in response to an imminent crisis or emergency. A rule change adopted pursuant to this section is effective upon the affirmative vote of three-fourths (3/4) or more of the members casting votes. A rule adopted pursuant to this section shall have the same force and effect as any other rule adopted by the Product Group.

*Adopted May 6, 2020 to be effective after the Drawing on June 13, 2020.*

*Amended January 27, 2021.*

## **L A RULE 28—LOTTO AMERICA PRIZE POOL.**

**28.1 Lotto America Prize Pool.** The prize pool for all prize categories shall consist of fifty percent (50%) of each drawing period's sales, inclusive of any specific statutorily mandated tax of a Selling Lottery to be included in the price of a Play, and including contributions to the prize pool accounts and prize reserve accounts but may be higher or lower based upon the number of winners at each prize level.

**28.2(a) Lotto America Prize Pool Accounts and Prize Reserve Accounts.** The Product Group shall set the contribution rates to the prize pools and prize reserve accounts established by this Rule.

(i) The following prize reserve accounts for the Lotto America Game are hereby established:

(a) The Prize Reserve Account (PRA) which is used to guarantee the payment of valid, but unanticipated, Grand Prize claims that may result from a system error or other reason; to fund deficiencies in low-tier Lotto America Game prize payments (subject to the limitations of these rules); deficiencies in guaranteed Grand Prize funding if approved by the Group; and for other purposes as established in these Rules.

(ii) The following prize pools for the Lotto America Game are hereby established:

- (a) The Grand Prize Pool (GPP), which is used to fund the current Grand Prize;
- (b) The Set Prize Pool (SPP), which is used to fund the Set Prizes. The SPP shall hold the temporary balances that may result from having fewer than expected winners in the Set Prize (aka low-tier prize) categories. The Source of the SPP is the Party Lottery's weekly prize contributions less actual Set Prize liability;
- (c) The Set-Aside Pool (SAP) which is used to fund the payment of the awarded minimum starting annuity Grand Prizes and the minimum annuity Grand Prize increase, if necessary (subject to the limitations in these rules), as may be set by the Product Group; and
- (d) the Grand Prize Carry Forward Pool (GPCFP), which is used to fund the starting minimum annuity Grand Prize, as may be set by the Product Group, if such funds are available, and if sales do not fund the Grand Prize.

(iii) The above prize reserve accounts, the GPCFP and the SAP may have maximum balance amounts or balance limiter triggers that are set by the Product Group and are detailed in the Comments to this Rule.

The maximum balance amounts and balance limit triggers are subject to review by the MUSL Board Finance and Audit Committee. The Finance and Audit Committee shall have two weeks to state objections, if any, to the approved maximum balance amounts or balance limiter triggers. Approved maximum balance amounts or balance limiter triggers shall become effective no sooner than two weeks after notice is given to the Finance and Audit Committee and no objection is stated or sooner if the Committee affirmatively approves the maximum balance amounts or balance limiter triggers. The Group may appeal the Committee's objections to the full Board. Group approved changes in the maximum balance amounts or balance limiter triggers set by the Product Group shall be effective only after the next Grand Prize win.

(iv) The maximum contribution rate to the GPP shall be 46.1982% of the prize pool (23.0991% of sales).

An amount of a Party Lottery's sales shall be deducted from a Party Lottery's GPP contribution and placed in trust in one or more prize pools and prize reserve accounts held by the Product Group (hereinafter the "prize pool and reserve deduction") at any time that the SAP and Party Lottery's share of the prize reserve accounts(s) is below the amounts designated by the Product Group.

An additional amount up to twenty percent (20%) of a Party Lottery's sales shall be deducted from a Party Lottery's GPP contribution and placed in trust in the GPCFP to be held by the Product Group at a time as determined by the Product Group.

(v) The Product Group may determine to expend all or a portion of the funds in the Lotto America Game prize pools and the prize reserve accounts (except the GPP and the CPCFP):

(1) for the purpose of indemnifying the Party Lotteries in the payment of prizes to be made by the Selling Lotteries; and

(2) for the payment of prizes or special prizes in the game, limited to prize pool and prize reserve contributions from lotteries participating in the special prize promotion, subject to the approval of the Board's Finance & Audit Committee or that Committee's failure to object after given two weeks' notice of the planned action, which actions may be appealed to the full Board by the Product Group.

The GPCFP may only be expended to fund the starting minimum annuity Grand Prize.

(vi) The prize reserve shares of a Party Lottery may be adjusted with refunds to the Party Lottery from the prize reserve account(s) as may be needed to maintain the approved maximum balance and sales percentage shares of the Party Lotteries.

(vii) A Party Lottery may contribute to its sales percentage share of prize reserve accounts over time, but in the event of a draw down from the reserve account, a Party Lottery is responsible for its full sales percentage share of the account, whether or not it has been paid in full.

(viii) Any amount remaining in the Lotto America Game prize pools or prize reserve accounts when the Product Group declares the end of the game shall be returned to the lotteries participating in the prize pools and prize reserve accounts after the end of all claim periods of all Selling Lotteries, carried forward to a replacement game, or otherwise expended in a manner at the election of the individual Members of the Product Group in accordance with jurisdiction statute.

*Comment: The SPP, to the extent it exists, may be used to fund a deficiency in All Star Bonus Multiplier prizes; but monies from the GPP may not be used to fund or increase an All Star Bonus Multiplier prize.*

*As permitted by Rule 30.5 and as required by Rule 28.2(a)(iii), on November 7, 2017, the Lotto America Game Product Group set the maximum SAP balance amount at five million dollars (\$5,000,000.00). As required by Rule 28.2(a)(iii), on November 7, 2017, the Product Group set the maximum PRA balance amount at twelve million dollars (\$12,000,000.00).*

*On November 7, 2017, the Group determined that the prize pool and reserve deduction:*

*is set to begin at zero percent (0.0 %) when the annuity Grand Prize, as determined after sales are known, is below three million dollars (\$3,000,000.00);*

*and is set at two percent (2.0%) when the annuity Grand Prize, as determined after sales are known, is three million dollars (\$3,000,000.00) or more, but below five million dollars (\$5,000,000.00);*

*and is set at four percent (4.0%) when the annuity Grand Prize, as determined after sales are known is five million dollars (\$5,000,000.00) or more.*

*Any amount of the prize pool and reserve deduction shall first be used to fund the SAP until it reaches its maximum established balance amount, and then shall be used to fund the prize reserve account (PRA) until it reaches its maximum established balance amounts. Any amount of the prize pool and reserve deduction not used to fund the SAP or prize reserve account shall become part of the GPP.*

*On November 7, 2017, the Group established that there would be no continuing funding of the GPCFP except for any amount utilized from a transfer from the Hot Lotto Group; the Group has therefore not established funding percentages, maximum balances or balance limit trigger levels for the GPCFP.*

*Approval of the Group is required to change the prize pool and prize reserve deduction percentages, maximum balances and balance limit trigger levels.*

*Comment last updated November 17, 2017.*



### **28.3 Expected Lotto America Prize Payout Percentages.**

The Grand Prize payout shall be determined on a pari-mutuel basis. Except as otherwise provided in these rules, all other prizes awarded shall be paid as single payment prizes. All prize payouts are made with the following expected prize payout percentages, which does not include any amount contributed to or held in prize reserves, although the prize payout percentages per draw may vary:

Number of Matches Per Play	Prize Payment	Prize Pool Percentage Allocated to Prize	Sales Percentage Allocated to Prize
All five (5) of first set plus one (1) of second set.	Grand Prize Value	46.1983%	23.0991%
All five (5) of first set and none of second set.	\$20,000.00	1.3852%	0.6926%
Any four (4) of first set plus one (1) of second set.	\$1,000.00	1.8084%	0.9042%
Any four (4) of first set and none of second set.	\$100.00	1.6276%	0.8138%
Any three (3) of first set plus one (1) of second set.	\$20.00	1.6637%	0.8319%
Any three (3) of first set and none of second set.	\$5.00	3.7434%	1.8717%
Any two (2) of first set plus one (1) of second set.	\$5.00	6.2390%	3.1195%
Any one (1) of first set plus one (1) of second set.	\$2.00	13.7259%	6.8629%
None of first set plus one (1) of second set.	\$2.00	23.6085%	11.8043%

\*The maximum contribution rate may include contributions to reserves and pools as described in these rules\*

**(a)** The prize money allocated to the Grand Prize category shall be divided equally by the number of Lotto America Plays winning the Grand Prize; see Rule 30.1(b) and (c).

**(b) Lotto America Game Set Prize Pool (SPP) Carried Forward.** The SPP (for single payment prizes of twenty thousand dollars (\$20,000) or less) shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the set prizes awarded in the current draw.

**(c) Pari-Mutuel Lotto America Game Prize Determinations.**

(1)(a) If the total of the Lotto America Game Set Prizes (as multiplied by the All Star Bonus Multiplier if applicable) awarded in a drawing exceeds the percentage of the prize pool allocated to the Lotto America Game Set Prizes, then the amount needed to fund the Lotto America Game Set prizes, including All Star Bonus Multiplier prizes, awarded shall be drawn from the following sources, in the following order:

- (i) the amount available in the SPP and the All Star Bonus Multiplier Prize Pool; and, if needed,
- (ii) an amount from the PRA, if available, not to exceed the balance of the PRA; and, if needed,
- (iii) an amount from the SAP, if available, not to exceed the balance of that pool.

(1)(b) If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes, including the All Star Bonus Multiplier prizes, then the highest Set Prize shall become a pari-mutuel prize. If the amount of the highest Set Prize, including All Star Bonus Multiplier Prizes, when paid on a pari-mutuel basis, drops to or below the next highest Set Prize and there are still not sufficient funds to pay the remaining set prizes awarded, including All Star Bonus Multiplier prizes, then the next highest Set Prize shall become a pari-mutuel prize. This procedure shall continue down through all Set Prize levels, if necessary, until all Set Prize levels become pari-mutuel prize levels. In that instance, the money available from the funding sources listed in this rule shall be divided among the winning Plays in proportion to their respective prize percentages. Lotto America Game and All Star Bonus Multiplier prizes will be reduced by the same percentage.

**L A RULE 29 PROBABILITY OF WINNING LOTTO AMERICA PRIZES.** The following table sets forth the probability of winning and the probable distribution of winners in and among each prize category, based upon the total number of possible combinations in Lotto America Game.

Number of Matches Per Play	Winners	Probability Distribution Probability	Probable/Set Prize Amount
All five (5) of first set plus one (1) of second set	1	1: 25,989,600.0000	Grand Prize*
All five (5) of first set and none of second set	9	1:2,887,733.3333	\$20,000.00
Any four (4) of first set plus one (1) of second set	235	1: 110,594.0425	\$1,000.00
Any four (4) of first set and none of second set	2,115	1: 12,288.2269	\$100.00
Any three (3) of first set plus one (1) of second set	10,810	1:2,404.2183	\$20.00
Any three (3) of first set and none of second set	97,290	1: 267.1353	\$5.00
Any two (2) of first set plus one (1) of second set	162,150	1:160.2812	\$5.00
Any one (1) of first set plus one (1) of second set	891,825	1:29.1420	\$2.00
None of first set plus one (1) of second set	1,533,939	1:16.9430	\$2.00
Overall		1: 9.6315	
* The Grand Prize amount does not include the PRA deduction or any other deductions, if any.			

**L A RULE 30 LOTTO AMERICA PRIZE PAYMENT.**

**30.1 Grand Prizes.**

(a) Grand Prizes shall be paid, at the election of the player made no later than sixty (60) days after the player becomes entitled to the prize, with either a per-winner annuity or single lump sum payment (which may be referred to as the “cash option”). If the payment election is not made at the time of purchase and is not made by the player within sixty (60) days after the player becomes entitled to the prize, then the prize shall be paid as an annuity prize. An election for an annuity payment made by a player before ticket purchase or by system default or design may be changed to a cash option payment at the election of the player until the expiration of sixty (60) days after the player becomes entitled to the prize. The election to take the cash option payment may be made at the time of the prize claim or within sixty (60) days after the player becomes entitled to the prize. An election made after the winner becomes entitled to the prize is final and cannot be revoked, withdrawn, or otherwise changed.

(b) Shares of the Grand Prize shall be determined by dividing the funds available in the GPP equally among all winning Plays of the Grand Prize. Winner(s) who elect a cash option payment shall be paid their share(s) in a single lump sum payment. The annuitized option prize shall be determined by multiplying a winner’s share of the Grand Prize pool by a process as approved by the MUSL Board. Neither MUSL nor the Selling Lotteries shall be responsible or liable for changes in the advertised or estimated annuity prize amount and the actual amount purchased after the prize payment method is actually known to MUSL.

(c) In certain instances announced by the Product Group, the Grand Prize shall be a guaranteed amount and shall be determined pursuant to Rule 30.5.

(d) If individual shares of the GPP funds held to fund an annuity is less than \$250,000.00, the Product Group, in its sole discretion, may elect to pay the winners their share of the funds held in the GPP.

(e) All annuitized prizes shall be paid annually in thirty (30) payments with the initial payment being made in a single payment, to be followed by twenty-nine (29) payments funded by the annuity. Except as may be controlled by a Selling Lottery’s governing statute, all annuitized prizes shall be paid annually in thirty (30) graduated payments (increasing each year) by a rate as determined by the Product Group. Prize payments may be rounded down to the nearest one thousand dollars (\$1,000.00). Annual payments after the initial payment shall be made by the lottery on the anniversary date or if such date falls on a non-business day, then the first business day following the anniversary date of the selection of the Grand Prize Winning Numbers.

*Comment: The Product Group has set the graduated rate at five percent (5%) per year.*

(f) Funds for the initial payment of an annuitized prize or the lump sum cash option prize payment shall be made available by MUSL for payment by the Selling Lottery no earlier than the fifteenth calendar day (or the next banking day if the fifteenth day is a holiday) following the drawing. If necessary, when the due date for the payment of a prize occurs before the receipt of funds in the prize pool trust sufficient to pay the prize, the transfer of funds for the payment of the full lump sum cash option amount may be delayed pending receipt of funds from the Selling Lotteries. A paying lottery may elect to make the initial payment from its own funds after validation, with notice to MUSL.

(g) If a Party Lottery purchases or holds the prize payment annuity for a prize won in that jurisdiction, that Party Lottery’s game rules, and any prize payment agreement with the prize winner, shall indicate that the prize winner has no recourse on the MUSL or any other Party Lottery for payment of that prize.

(h) In the event of the death of a lottery winner during the annuity payment period, unless prohibited by jurisdictional law, the MUSL Finance & Audit Committee, in its sole discretion excepting a discretionary review by the Product Group, upon the petition of the estate of the lottery winner (the "Estate") to the lottery of the jurisdiction in which the deceased lottery winner purchased the winning Play, and subject to federal, state, district, or territorial applicable laws, may accelerate the payment of all of the remaining lottery proceeds to the Estate. If such a determination is made, then securities and/or cash held to fund the deceased lottery winner's annuitized prize may be distributed to the Estate. The identification of the securities to fund the annuitized prize shall be at the sole discretion of the Finance & Audit Committee or the Product Group.

(i) If a Party Lottery purchases or holds the prize payment annuity for a prize won in that jurisdiction, that Party Lottery's game rules, and any prize payment agreement with the prize winner, shall indicate that the prize winner has no recourse on the MUSL or any other Party Lottery for payment of that prize.

**30.2 Lotto America Prize Payments.** All prizes (whether described as "cash" payment prizes or otherwise) shall be paid through the Selling Lottery that sold the winning Play(s) and at the discretion of the Selling Lottery that sold the winning Play(s) may be paid by cash, check, warrant or electronic transfer.

A Selling Lottery may begin paying low-tier prizes after receiving authorization to pay from the MUSL central office.

**30.3 Lotto America Prizes Rounded.** Annuitized payments of the Grand Prize or a share of the Grand Prize may be rounded to facilitate the purchase of an appropriate funding mechanism. Breakage on an annuitized Grand Prize win shall be added to the first payment to the winner or winners.

Prizes other than the Grand Prize, which, under these rules, may become single-payment, pari-mutuel prizes, may be rounded down so that prizes can be paid in multiples of whole dollars. Breakage resulting from rounding these prizes shall be carried forward to the prize pool for the next drawing.

**30.4 Lotto America Prize Rollover.** If the Grand Prize is not won in a drawing, the prize money allocated for the Grand Prize shall roll over and be added to the GPP for the following drawing.

**30.5 Funding of Guaranteed Lotto America Prizes.**

**30.5(a)** The Product Group may offer guaranteed minimum Grand Prize amounts or minimum increases in the Grand Prize amount between drawings or make other changes in the allocation of prize money where the Product Group finds that it would be in the best interest of the game. The Product Group may delegate this responsibility to the Chair and Vice Chair of the Product Group.

*Amended January 27, 2021.*

**30.5(b)** If a minimum Grand Prize amount or a minimum increase in the Grand Prize amount between drawings is offered by the Product Group, then the Grand Prize shares shall be determined as follows:

**30.5(b)(1)** If there are multiple Grand Prize winners during a single drawing, each selecting the annuitized option prize, then a winner's share of the guaranteed annuitized Grand Prize shall be determined by dividing the guaranteed annuitized Grand Prize by the number of winning Plays;

**30.5(b)(2)** If there are multiple Grand Prize winners during a single drawing and at least one (1) of the Grand Prize winners has elected the annuitized option prize, then the MUSL Annuity Factor shall be utilized to determine the cash pool. The cost of the annuitized prize(s) will be determined at the time the annuity is purchased through a process as approved by the MUSL Board;

**30.5(b)(3)** If no winner of the Grand Prize during a single drawing has elected the annuitized option prize, then the amount of cash in the GPP shall be an amount equal to the guaranteed annuitized amount divided by the MUSL Annuity Factor.

**30.5(c)** Minimum guaranteed prizes or increases may be waived by the Product Group if the alternate funding mechanism set out in Rule 28.3(c) becomes necessary. The Product Group may delegate authority to the Chair and Vice Chair of the Group to determine the guaranteed minimum Grand Prize amounts and minimum increases in the Grand Prize amount.

*Amended May 6, 2020 effective after the Drawing on June 13, 2020; January 27, 2021.*

*Comment: On May 6, 2020, the Product Group determined that, effective after the Drawing on June 13, 2020, any minimum starting Grand Prize and any minimum increases in the Grand Prize between drawings shall be as determined and announced by the Group Chair and Vice-Chair.*

**30.6 Limited to Highest Lotto America Prize Won.** The holder of a winning Play may win only one (1) prize per Play in connection with the Winning Numbers drawn and shall be entitled only to the prize won by those numbers in the highest matching prize category. All liabilities for a Lotto America prize are discharged upon payment of a prize claim.

**30.7 Lotto America Prize Claim Period.** Prize claims shall be submitted within the period set by the Selling Lottery selling the Play. If no such claim period is established, all Grand Prize claims shall be made within one hundred eighty (180) days after the drawing date.

## **L A RULE 31—PLAY VALIDATION.**

**31.1** To be a valid Play and eligible to receive a prize, a Play's ticket or ticketless transaction shall satisfy all the requirements established by a Party Lottery for validation of winning Plays sold through its computer gaming system and any other validation requirements adopted by the Product Group, the MUSL Board, and published as the Confidential MUSL Minimum Game Security Standards. The MUSL and the Party Lotteries shall not be responsible for tickets or ticketless transactions that are altered in any manner.

**31.2** Under no circumstances will a claim be paid for any prize without an official Lotto America ticket (or validly registered ticketless transaction) matching all game Play, serial number and other validation data residing in the selling Party Lottery's computer gaming system and unless otherwise permitted by the selling Party Lottery such ticket (or validly registered ticketless transaction) shall be the only valid proof of the wager placed and the only valid receipt for claiming or redeeming such prize.

**31.3** In addition to the above, in order to be deemed a valid, winning Play, unless the Play is a validly registered ticketless transaction, 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 selling Party Lottery agent, selling agent or retailer on official paper stock of the selling Party Lottery or otherwise printed in compliance with MUSL Rule 2;
- (f) The ticket must not have been stolen, to the knowledge of the Party Lottery;
- (g) The Play data must have been recorded on the computer gaming system prior to the drawing and the Play 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 Party Lottery's computer gaming system, the wager accepted by the Party Lottery's computer gaming system shall be the valid wager;
- (h) The player or computer pick number selections, validation data and the drawing date(s) of an apparent winning Play must appear on the official file of winning Plays, and a Play with that exact data must not have been previously paid;
- (i) The play must not be misregistered, and the Play's ticket must not be defectively printed or printed or produced in error to an extent that it cannot be processed by the Party Lottery that issued the Play;
- (j) The Play must pass all confidential security checks of the Party Lottery that issued the Play;
- (k) In submitting a Play for validation, the claimant agrees to abide by applicable laws, all rules and regulations, instructions, conditions and final decisions of the Director of the Party Lottery that issued the Play;
- (l) There must not be any other breach of these Rules in relation to the Play that, in the opinion of the Director of the Party Lottery that issued the Play, justifies invalidation;
- (m) The Play must be submitted to the Party Lottery that issued it;
- (n) Ticketless transaction Plays must meet the validation requirements of the Party Lottery that issued the Play.



**31.4** A Play submitted for validation that 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 Party Lottery that sold the Play, shall be final and binding; however, the Party Lottery may, at its option, replace an invalid Play with a Play of equivalent sales price;

(b) In the event a defective ticket is purchased or in the event the Party Lottery determines to adjust an error, the Claimant's sole and exclusive remedy shall be the replacement of such defective or erroneous ticket(s) with a Play of equivalent sales price;

(c) In the event a Play is not paid by a Party Lottery and a dispute occurs as to whether the Play is a winning Play, the Party Lottery may, at its option, replace the Play as provided in paragraph (a) of this subsection. This shall be the sole and exclusive remedy of the Claimant unless the laws or regulations governing the Party Lottery provide for further administrative review.

## **L A RULE 32—TICKET RESPONSIBILITY.**

**32.1 Prize Claims.** Prize claim procedures shall be governed by the rules of the Selling Lottery. The MUSL and the Selling Lotteries shall not be responsible for prizes that are not claimed following the proper procedures as determined by the selling lottery.

**32.2 Reserved.**

**32.3 Stolen Tickets.** The Product Group, the MUSL and the Party Lotteries shall not be responsible for lost or stolen Plays.

**32.4 Ticketless Transactions.** A receipt for a ticketless transaction Play has no value and is not evidence of a Play. A ticketless transaction Play is valid when registered with the lottery in accordance with lottery rules and the person or, if permitted by the lottery rules, the persons registering the Play shall be the owner of the ticketless transaction Play.

**32.5 Agent or Retailer Errors.** The Party Lotteries shall not be responsible to a prize claimant for Plays redeemed in error by a selling agent or retailer.

*Amended January 27, 2021.*

**32.6 Audited Results.** Winners are determined by the numbers drawn and certified by the independent auditor responsible for auditing the draw. MUSL and the Party Lotteries are not responsible for winning numbers reported in error.

*Amended January 27, 2021.*

**L A RULE 33—INELIGIBLE PLAYERS.**

**33.1** A Play or share for a MUSL game issued by the MUSL or any of its Party Lotteries shall not be purchased by, and a prize won by any such Play or share shall not be paid to:

- (a) a MUSL employee, officer, or director;
- (b) a contractor or consultant under agreement with the MUSL to review the MUSL audit and security procedures;
- (c) an employee of an independent accounting firm under contract with MUSL to observe drawings or site operations and actually assigned to the MUSL account and all partners, shareholders, or owners in the local office of the firm; or
- (d) an immediate family member (parent, stepparent, child, stepchild, spouse, or sibling) of an individual described in subsections (a), (b), and (c) and residing in the same household.

**33.2** Those persons designated by a Selling Lottery's law as ineligible to play its games shall also be ineligible to play the Lotto America game in that Selling Lottery's jurisdiction.

**L A RULE 34—APPLICABLE LAW.**

In purchasing a Play, or attempting to claim a prize, purchasers and prize claimants agree to comply with and abide by all applicable laws, rules, regulations, procedures, and decisions of the Selling Lottery where the Play was purchased, and by directives and determinations of the director of that Party Lottery.

A prize claimant agrees, as its sole and exclusive remedy that claims arising out of a Lotto America Play can only be pursued against the Selling Lottery which issued the Play. Litigation, if any, shall only be maintained within the jurisdiction in which the Lotto America Play was purchased and only against the Selling Lottery that issued the Play. No claim shall be made against any other Participating Lottery or against the MUSL.

Nothing in these Rules shall be construed as a waiver of any defense or claim the Selling Lottery which issued the Play, any other Participating Lottery or MUSL may have in any litigation, including in the event a player or prize claimant pursues litigation against the Selling Lottery, any other Participating Lottery or MUSL, or their respective officers, directors or employees.

All decisions made by a Selling Lottery, including the declaration of prizes and the payment thereof and the interpretation of Lotto America Rules, shall be final and binding on all Play purchasers and on every person making a prize claim in respect thereof, but only in the jurisdiction where the Lotto America Play was issued.

Unless the laws, rules, regulations, procedures, and decisions of the Lottery which issued the Play provide otherwise, no prize shall be paid upon a Play purchased, claimed or sold in violation of these Rules or the laws, rules, regulations, procedures, and decisions of that Selling Lottery; any such prize claimed but unpaid shall constitute an unclaimed prize under these Rules and the laws, rules, regulations, procedures, and decisions of that Selling Lottery.

**PART III –LOTTO AMERICA SPECIAL GAME RULES: LOTTO AMERICA ALL STAR BONUS<sup>SM</sup> MULTIPLIER PROMOTION**

*Adopted August 10, 2017; Amended November 7, 2017*

**L A RULE A — PROMOTION DESCRIPTION.**

The Lotto America All Star Bonus<sup>SM</sup> Multiplier Option is a limited extension of the Lotto America Game and is conducted in accordance with the Lotto America Game Rules and other lottery rules applicable to the Lotto America Game except as may be amended herein. The Promotion will begin at a time announced by the Member Lottery and will continue until discontinued by the lottery. The Promotion will offer to the owners of a qualifying Play a chance to multiply the amount of any of the eight lump sum Set Prizes (the lump sum prizes normally paying \$2.00 to \$20,000.00) won in a drawing held during the Promotion. The Grand Prize is not a Set Prize and will not be multiplied.

**L A RULE B — QUALIFYING PLAY.**

A qualifying Play is any single Lotto America Game Play for which the player pays an extra dollar for the All Star Bonus Multiplier option and that is recorded at the Member Lottery's computer gaming system as a qualifying All Star Bonus Multiplier Play.

**L A RULE C — PRIZES TO BE MULTIPLIED.**

Except as provided in these rules, a qualifying Play which wins one of the Set Prizes will be multiplied by the number selected, either two, three, four or five (2, 3, 4 or 5), in a separate random All Star Bonus Multiplier drawing announced by the Product Group.

**L A RULE D — LOTTO AMERICA ALL STAR BONUS DRAWINGS.**

MUSL will conduct a separate random "All Star Bonus" drawing and announce the results. During each 2-5X Multiplier drawing a single number (2, 3, 4 or 5) shall be drawn. The Lotto America Game Group may modify the multiplier features for special promotions from time to time.

## **L A RULE E — LOTTO AMERICA ALL STAR BONUS MULTIPLIER PRIZE POOL.**

### **E(1) Lotto America All Star Bonus Multiplier Prize Pool.**

(a) The All Star Bonus Multiplier Prize Pool (MPP) is hereby created, and which is used to fund All Star Bonus Multiplier prizes. The MPP shall hold the temporary balances that may result from having fewer than expected winners in All Star Bonus Multiplier. The source of the MPP is the Party Lottery's weekly prize contributions less actual All Star Bonus Multiplier Prize liability.

(b) In total, fifty percent (50%) of each draw's sales shall be collected for the payment of prizes:

(1) The expected payout for all prize categories shall consist of up to forty-nine and five hundred ninety-eight thousandths percent (49.598%) of each drawing period's sales, including any specific statutorily mandated tax of a Selling Lottery to be included in the price of a lottery ticket.

*Amended November 7, 2017.*

(2) An additional four-hundred and two thousandths percent (0.402%) of each drawing period's sales, including any specific statutorily mandated tax of a Selling Lottery to be included in the price of a lottery ticket, may be collected and placed in trust in the MPP, for the purpose of paying All Star Bonus Multiplier prizes.

*Amended November 7, 2017.*

(c) The prize payout percentage per draw may vary. The MPP shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the set prizes awarded in the current draw and held in the MPP.

### **E(2) End of Game.**

Any amounts remaining in the MPP when the Product Group declares the end of this game shall be returned to the lotteries participating in the pool after the end of all claim periods of all Party Lotteries, carried forward to a replacement game, or otherwise expended in a manner as directed by the individual Members of the Product Group in accordance with jurisdiction law.

**E(3) Expected Prize Payout.** Except as provided in these rules, all prizes awarded shall be paid as lump sum set prizes. Instead of the Lotto America Game set prize amounts, qualifying All Star Bonus Multiplier Plays will pay the amounts shown:

Lotto America Prize Amount		Lotto America All Star Bonus Multiplier			
	Set Prize Amount	5X	4X	3X	2X
Match 5+0	\$20,000.00	\$100,000.00	\$80,000.00	\$60,000.00	\$40,000.00
Match 4+1	\$1,000.00	\$5,000.00	\$4,000.00	\$3,000.00	\$2,000.00
Match 4+0	\$100.00	\$500.00	\$400.00	\$300.00	\$200.00
Match 3+1	\$20.00	\$100.00	\$80.00	\$60.00	\$40.00
Match 3+0	\$5.00	\$25.00	\$20.00	\$15.00	\$10.00
Match 2+1	\$5.00	\$25.00	\$20.00	\$15.00	\$10.00
Match 1+1	\$2.00	\$10.00	\$8.00	\$6.00	\$4.00
Match 0+1	\$2.00	\$10.00	\$8.00	\$6.00	\$4.00

In certain rare instances, the Lotto America Game set prize amount may be less than the amount shown. In such case, the eight (8) lowest Power Play prizes will be changed to an amount announced after the draw. For example, if the Match 4+1 Lotto America set prize amount of

\$1,000.00 becomes \$500.00 under the rules of the Lotto America game and a 5x multiplier is selected, then an All Star Bonus player winning that prize amount would win \$2,500.00.

**L A RULE F — PROBABILITY OF PRIZE INCREASE.**

The following table sets forth the probability of the various All Star Bonus Multiplier numbers being drawn during a single 2X-5X Multiplier drawing. The Group may elect to run limited promotions that may modify the multiplier features.

*Amended November 7, 2017.*

<b>All Star Bonus Multiplier</b>	<b>Probability of Prize Increase</b>	<b>Chance of Occurrence</b>
5X - Prize Won Times 5	3 in 32	9.3750%
4X - Prize Won Times 4	4 in 32	12.5000%
3X - Prize Won Times 3	10 in 32	31.2500%
2X - Prize Won Times 2	15 in 32	46.8750%

All Star Bonus Multiplier does not apply to the Grand Prize.

**L A RULE G — LIMITATIONS ON PAYMENT OF ALL STAR BONUS PRIZES.**

**G(1) Pari-Mutuel Prizes—All Prize Amounts.**

G(1)(a) If the total of the original Lotto America Game set prizes and the multiplied All Star Bonus Multiplier set prizes awarded in a drawing exceeds the percentage of the prize pools allocated to the set prizes and All Star Bonus Multiplier prizes, then the amount needed to fund the Set Prizes (including the All Star Bonus Multiplier prize amounts) awarded shall be drawn from the following sources, in the following order:

- (i) the amount available in the SPP allocated to the set prizes and the MPP, if any;
- (ii) an amount from the PRA up to, if available, not to exceed the balance of the PRA; and,
- (iii) an amount from the SAP, if available, not to exceed the balance of that pool.

G(2)(b) If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes awarded (including All Star Bonus Multiplier prizes), then the highest Set Prize (including the All Star Bonus Multiplier prizes) shall become a pari-mutuel prize. If the amount of the highest Set Prize (including the All Star Bonus Multiplier Prizes) when paid on a pari-mutuel basis, drops to or below the next highest Set Prize (including the All Star Bonus Multiplier Prizes) and there are still not sufficient funds to pay the remaining Set Prizes awarded, then the next highest Set Prize (including the All Star Bonus Multiplier prize) shall become a pari-mutuel prize. This procedure shall continue down through all Set Prize levels, if necessary, until all Set Prize levels become pari-mutuel prize levels. In that instance, the money available from the funding sources listed in this rule shall be divided among the winning Plays in proportion to their respective prize percentages. Lotto America Game and All Star Bonus Multiplier prizes will be reduced by the same percentage

*Comment: Monies from the Grand Prize Pool may not be used to fund Set Prizes or All Star Bonus Multiplier prize payments.*

**L A RULE H – PRIZE PAYMENT.**

**H(1) Prize Payments.** All All Star Bonus Multiplier prizes shall be paid in one lump sum through the Member Lottery that sold the winning Play(s). A Member Lottery may begin paying All Star Bonus Multiplier prizes after receiving authorization to pay from the MUSL central office.

**H(2) Prizes Rounded.** Prizes that, under these rules, may become pari-mutuel prizes, may be rounded down so that prizes can be paid in multiples of whole dollars. Breakage resulting from rounding these prizes shall be carried forward to the MPP for the next drawing.