ACTION: Final

DATE: 06/21/2016 8:35 AM

# AMENDED AND RESTATED

MEGA MILLIONS

OFFICIAL GAME RULES

EFFECTIVE FOR OCTOBER 22, 2013 DRAW DATE

# TABLE OF CONTENTS

SECTION 1 Purpose	3
SECTION 2 Definitions	4
SECTION 3 Ticket Sales	8
SECTION 4 Ticket Price	9
SECTION 5 Play Characteristics and Restrictions	10
SECTION 6 Time, Place and Manner of Conducting Drawings	12
SECTION 7 Prize Structure	13
SECTION 8 Ticket Responsibility	17
SECTION 9  Ticket Validation Requirements	18
SECTION 10 Procedures for Claiming and Payment of Prizes	20
SECTION 11 Unclaimed Prize Money	21
SECTION 12 Governing Law	22

## **Purpose**

- 1.1 The purpose of the MEGA MILLIONS game is the generation of revenue for Party 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.
- 1.2 During each MEGA MILLIONS drawing, six (6) MEGA MILLIONS Winning Numbers will be selected from two (2) fields of numbers in the following manner: five (5) winning numbers from a field numbered one (1) through seventy-five (75); and one (1) winning number from a second field numbered one (1) through fifteen (15).
- 1.3 Add-on Game. Where permitted by the governing laws, policies, procedures, regulations or rules of any Party Lottery jurisdiction, any Party Lottery, or several Party Lotteries together, may institute an Add-on Game that may provide prize amounts in addition to MEGA MILLIONS prize amounts

#### **Definitions**

- 2.1 Capitalized words and terms set forth below, when used within this document known as MEGA MILLIONS Official Game Rules (hereinafter "MEGA MILLIONS Rules") shall have the following meaning unless otherwise indicated:
- 2.2 Add-on Game A game that may provide prize amounts in addition to the MEGA MILLIONS prizes, other than the MEGA MILLIONS Grand/Jackpot Prize.
- 2.3 Annual Annuitize(d)/Annuity Option The manner in which the MEGA MILLIONS Grand/Jackpot Prize may be paid in thirty (30) graduated annual installments.
- 2.4 Authorized Claim Center Any MEGA MILLIONS Agent or Retailer, or Party Lottery office, in the state where the winning Official MEGA MILLIONS Ticket was purchased
- 2.5 Cash Option The manner in which the MEGA MILLIONS Grand/Jackpot Prize may be paid in a single payment.
- 2.6 Claimant Any person or (where permitted) entity submitting a claim form within the required time period to collect a prize for an Official MEGA MILLIONS Ticket. A Claimant may be the Purchaser, the person or (where permitted) entity named on a signed Official MEGA MILLIONS Ticket, the bearer of an unsigned Official MEGA MILLIONS Ticket, or any other person or (where permitted) entity who may seek entitlement to a MEGA MILLIONS prize payment in accordance with the MEGA MILLIONS Rules and Party Lottery governing laws, policies and rules. No Claimant may assert rights different from the rights acquired by the original Purchaser at the time of purchase.
- 2.7 Director(s) The chief executive of any Party Lottery or any other person to whom the Director's authority is lawfully delegated.
- 2.8 Grand/Jackpot Prize The top prize in the MEGA MILLIONS game.
- 2.8.1 Internet Game Ticket A game ticket for Mega Millions purchased via the internet, with or without the Megaplier option, where permitted by the governing laws, policies or rules of a Party Lottery. Where sales of Mega Millions game tickets via the internet are authorized, such sales shall constitute Official MEGA MILLIONS Tickets for validation and other purposes set forth in these MEGA MILLIONS Rules.
- 2.9 MEGA MILLIONS Agent, Sales Agent or Retailer A location in the State of Georgia, Illinois, Maryland, Massachusetts, Michigan, New Jersey, New York, Ohio, Virginia, Washington, Texas or California licensed or contracted and equipped by its respective Party Lottery to sell Official MEGA MILLIONS Tickets.
- 2.10 MEGA MILLIONS Panel, Play Area or Play Board That area of an Official MEGA MILLIONS Ticket containing one field of five (5) one or two-digit player or computer selected numbers, and a second field of one (1) one or two-digit player or

computer selected numbers.

- 2.11 MEGA MILLIONS Play/Bet Slip A computer-readable form, issued by each Party Lottery, used in purchasing an Official MEGA MILLIONS Ticket, having a certain number of separate play areas (as designated by each Party Lottery), with each play area consisting of two (2) fields. One field contains seventy-five (75) areas/spaces, numbered one (1) through seventy-five (75); and one field contains fifteen (15) areas/spaces, numbered one (1) through fifteen (15). The Play/Bet Slip may additionally include boxes for selection of Cash Option or Annuity Option or other play features, at the discretion of each Party Lottery. The Play/Bet Slip must comply with the governing laws, policies and rules of the Party Lottery that issued the Play/Bet Slip.
- 2.12 MEGA MILLIONS Winning Numbers Five (5) one or two digit numbers, from one (1) through seventy-five (75) and one (1) one or two-digit number from one (1) through fifteen (15), randomly selected at each MEGA MILLIONS drawing, which shall be used to determine winning MEGA MILLIONS plays contained on Official MEGA MILLIONS Tickets.
- 2.13 Official MEGA MILLIONS Ticket A game ticket, produced on official paper stock by a MEGA MILLIONS Agent or Retailer in an authorized manner, bearing player or computer selected numbers, game name, drawing date, amount of wager, and validation data. Where Subscription/Season Ticket and/or purchases via the internet sales of Official MEGA MILLIONS Tickets are authorized by a Party Lottery pursuant to Section 3.2 hereof, such sales may not necessarily be made by a MEGA MILLIONS Agent or Retailer and may not be recorded on official paper stock, but shall nevertheless constitute Official MEGA MILLIONS Tickets for validation and other purposes set forth in these MEGA MILLIONS Rules, for the duration of the Subscription/Season Ticket or for purchases via the internet, in accordance with the governing laws, policies and rules of the Party Lottery that authorized the purchase.
- 2.14 Megaplier Megaplier is a Mega Millions Add-on Game as defined in paragraph 2.2 above by which a player, for an additional wager of \$1 per play, can increase the guaranteed prize amount or pari-mutuel prize amount, as applicable, for all non-Grand/Jackpot prizes, depending on the multiplier number that is drawn prior to the Mega Millions drawing. There is no multiplier for the Grand/Jackpot Prize.
- 2.15 Megaplier feature play.
  - (1) Type of play. A Mega Millions player may elect to participate in the "Megaplier" feature by paying an additional \$1 per play at the time of his/her Mega Millions ticket purchase.
  - (2) Megaplier drawing. A random drawing will occur before every Mega Millions drawing to determine one multiplier number for that drawing. The multiplier number that will be selected will be either a 2, 3, 4 or 5. The multiplier number drawn will be used to multiply the value of all non-Grand/Jackpot prizes. In the event the multiplier drawing does not occur prior to the Mega Millions drawing, the multiplier number will be a 5.
  - (3) Multiplier number frequency. The one multiplier number will be selected from a field of numbers according to the following relative frequencies:

Number	Relative Frequency
2	2 of 15
3	4 of 15
4	3 of 15
5	6 of 15

- (4) Application of multiplier number.
  - (A) Non-Grand/Jackpot Prizes. The multiplier number selected is the number that is used to increase the prize amount for all non-Grand/Jackpot prizes. A non-Grand/Jackpot prize winner who chose to participate in the Megaplier feature by paying an additional \$1 per play at the time of the player's Mega Millions ticket purchase is paid a prize in the amount of the guaranteed prize amount or the pari-mutuel prize amount, as applicable, multiplied by the multiplier number for that drawing.
  - (B) Grand/Jackpot prize. The Megaplier feature does not apply to the Grand/Jackpot prize.
- (5) Special Megaplier Promotions. The Mega Millions Group may periodically agree to change one or more of the Megaplier multiplier numbers for non-Grand/Jackpot prizes, in order to conduct special Megaplier promotions during specified time periods. The relative frequency of the Megaplier numbers may be changed and/or additional numbers may be added to the matrix at the discretion of the Mega Millions Group, from time to time for promotional purposes. Such special promotions and matrix changes shall be announced by public notice; each participating state will announce the promotion according to the laws or customs of the participating state.
- 2.16 Pari-Mutuel Total amount of sales allocated to pay prize Claimants, at the designated prize level, divided among the number of winning Official MEGA MILLIONS Tickets.
- 2.17 **Party Lottery or Lotteries** One or more of the state lotteries established and operated pursuant to the laws of Georgia, Illinois, Maryland, Massachusetts, Michigan, New Jersey, New York, Ohio, Virginia, Washington, Texas and California.
- 2.18 **Prize Fund** That portion of MEGA MILLIONS gross sales set aside for the payment of prizes. The Prize Fund for any drawing is expected to be 50% of sales, but may be higher or lower based upon the number of winners at each prize level, as well as the funding required to contribute to the jackpot.
- 2.19 **Purchaser(s)** Player(s) of MEGA MILLIONS who purchase tickets in accordance with MEGA MILLIONS Rules and Party Lottery governing laws, policies and rules.
- 2.20 **Quick-Pick, Auto Pick or Easy Pick** A player option in which MEGA MILLIONS number selections are determined at random by computer software.

- 2.21 **Shared Liability** The liability of the participating states in any Mega Millions game prize, or any Mega Millions Add-on game, will be in accordance with the Mega Millions Members' Finance and Operations Procedures applicable to that game.
- 2.22 **Subscription/Season Ticket** An extended, multi-draw purchase option wherein the same set(s) of numbers may be played for a specified number of consecutive drawings (for example, 26, 52 or 104), effective on a future date prescribed by the governing laws, policies and rules of the Party Lottery offering the Subscription/Season Ticket option. Subscriptions/Season Tickets are distinguished from multi-draw tickets authorized by Sections 4 and 5.10 of these rules, which are effective with the next scheduled drawing.

#### **Ticket Sales**

- 3.1 The sale of Official MEGA MILLIONS Tickets may be conducted only by such locations as the Directors shall contract with and/or license pursuant to the governing laws, policies and rules of the Party Lotteries and the MEGA MILLIONS Rules.
- 3.2 Where permitted by the governing laws, policies or rules of a Party Lottery, the Director of the Party Lottery may authorize Purchasers to purchase via the internet and/or to make Subscription purchases of Official MEGA MILLIONS Tickets. Subscriptions will be subject to the policies, procedures and rules established by the Party Lottery selling the Subscription, subject to the following parameters and restrictions:
  - (a) The maximum number of consecutive drawings encompassed by a Subscription is one hundred four (104).
  - (b) In the event the Directors authorize a matrix change for MEGA MILLIONS, the Party Lottery which issued the Subscription will determine the option(s) available to Subscription Purchasers from that Party Lottery for the balance of plays remaining on their Subscriptions effective as of the date of the matrix change.
  - (c) Except as set forth in Section 3.2 (b), and notwithstanding Section 5.4 below, game play information for a Subscription may be edited by a Party Lottery's Subscription Coordinator only when an error in the numbers entered has been identified, a change in the frequency of drawings occurs, or a change in the game matrix occurs. A Subscription may be edited to correct an error in the numbers entered before the time of the first drawing for which the Subscription is effective. (Liability for any number entered in error is limited to the Party Lottery that entered the number in error.) For a change in the game matrix, or for errors in the numbers entered which are identified AFTER the first drawing under the Subscription, the Subscription Coordinator may correct the Subscription game play prospectively for the remaining number of draws on the Subscription. The only other condition under which Subscription game play may be edited is to correct the Subscription end date if the Directors authorize a change in the frequency of MEGA MILLIONS drawings.

#### **Ticket Price**

- 4.1 Official MEGA MILLIONS Tickets may be purchased for \$1.00 per play, or multiples thereof, in accordance with the rules of the Party Lottery of the state in which the wager is placed. The Purchaser receives one play for each \$1.00 wagered in MEGA MILLIONS. The availability and cost of any Add-on Game shall be determined by the Party Lottery offering this game, shall not be included in the cost of the Official MEGA MILLIONS ticket, and shall be subject to the laws, rules and regulations governing the respective Party Lottery.
- 4.2 Subject to the laws and regulations governing each Party Lottery, the Directors may collectively authorize the sale of Official MEGA MILLIONS Tickets at a discount for promotional purposes. Individual Directors may authorize sale of Official MEGA MILLIONS Tickets at a discount for promotional purposes within their respective jurisdictions, provided that such discounted sales shall be reported to the Party Lotteries at full gross sales value.

### **Play Characteristics and Restrictions**

- 5.1 Official MEGA MILLIONS Tickets may only be sold to persons 18 years of age or older, providing such persons are not prohibited from playing MEGA MILLIONS in a Party Lottery state by the governing law, policies or rules of that Party Lottery, or any contract executed by that Party Lottery.
- 5.2 Official MEGA MILLIONS Tickets may not be purchased in any other Party Lottery state by any Party Lottery board member or commissioner; or any officer or employee; or any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of any such person.
- 5.3 Under no circumstances will a claim be paid for either the Grand/Jackpot Prize or the Second Prize without an Official MEGA MILLIONS Ticket matching all game play, serial number and other validation data residing in the selling Party Lottery's gaming system computer and such ticket (or for Internet Game Tickets, the Party Lottery's electronic record of purchase) shall be the only valid proof of the wager placed and the only valid receipt for claiming or redeeming such prize.
- 5.4 Except with respect to a Subscription described in Section 3 above, official MEGA MILLIONS Tickets may not be canceled.
- 5.5 Purchasers may submit a manually completed MEGA MILLIONS Play Slip to a MEGA MILLIONS Agent, Sales Agent or Retailer to have issued an Official MEGA MILLIONS Ticket. MEGA MILLIONS 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 mechanical, electronic, computer generated or any other non-manual method of marking Play Slips is prohibited. As permitted by that Party Lottery, Purchasers may submit a previously purchased ticket with specified barcode, which will enable the Agent, Sales Agent or Retailer to scan the barcode to produce the exact wager information for the next scheduled drawing.
- 5.6 Purchasers may orally convey their selections to a MEGA MILLIONS Agent, Sales Agent or Retailer to have issued an Official MEGA MILLIONS Ticket. Such selections shall be manually entered into the computer terminal by the MEGA MILLIONS Agent, Sales Agent or Retailer.
- 5.7 In those Party Lottery states which offer player operated sales terminals (POST's) or self service terminals (SST's), Purchasers may utilize POST's or SST's for the purchase of Official MEGA MILLIONS Tickets, and may make number selections by such methods as may be permitted by the Party Lottery's gaming system. Those methods may include, but are not limited to, inserting a completed MEGA MILLIONS Play Slip into the POST's or SST's optical mark reader, manually entering the selections on the POST or SST touch screen, or selecting a Quick Pick, Auto Pick or Easy Pick option.
- 5.8 At the discretion of each Party Lottery, Purchasers may specify at the time of ticket purchase whether any MEGA MILLIONS Grand/Jackpot Prize won will be paid

- under the Cash Option or the Annuity Option; however, the provisions of Section 7.2(c) of these Rules shall still apply.
- 5.9 It shall be the sole responsibility of the Purchaser to verify the accuracy and condition of the data printed on the Official MEGA MILLIONS Ticket at the time of purchase.
- 5.10 Where permitted by the governing laws, policies, regulations or rules of a Party Lottery, Official MEGA MILLIONS Tickets may be purchased for one (1) through twenty-six (26) consecutive drawings, commencing with the next scheduled drawing after the receipt and processing of the Purchaser's Play/Bet Slip or upon manual entry of an oral request, where allowed.

# Time, Place and Manner of Conducting Drawings

- MEGA MILLIONS drawings shall be conducted at the studios of WSB-TV, Atlanta, Georgia at 11:00 p.m. Eastern Time (10:00 p.m. Central Time and 8:00 p.m. Pacific Time). MEGA MILLIONS drawings shall be conducted on both Tuesday and Friday at the designated time. However, the day, time or location of the MEGA MILLIONS drawings may be modified as determined by the Directors and publicly announced by the Party Lotteries, and/or as stated in the MEGA MILLIONS On-Line Drawing Procedures. All MEGA MILLIONS drawings will be open to the public.
- 6.2 The objective of MEGA MILLIONS drawings shall be to select at random, with the aid of drawing equipment, MEGA MILLIONS Winning Numbers, pursuant to the controls and methods defined by the Party Lotteries.

#### **Prize Structure**

7.1 Matrix of 5/75 and 1/15 with 50% Anticipated Prize Fund.

The Matrix set forth below will apply for all Party Lotteries with respect to the Grand/Jackpot prize, and will apply for all Party Lotteries except for California for the second through ninth prizes.

Match Field	Match Field 2	Odds	Prize Category	% of Prize Fund
1				
5	1	1:258,890,850	Grand	65.154%
5	0	1:18,492,204	Second	10.815%
4	1	1:739,688	Third	1.352%
4	0	1:52,835	Fourth	1.893%
3	1	1:10,720	Fifth	0.933%
3	0	1:766	Sixth	1.306%
2	1	1:473	Seventh	2.114%
1	1	1:56	Eighth	7.083%
0	1	1:21	Ninth	9.350%
Reserve				0%
Totals		1:14.71		100%

### 7.2 Grand/Jackpot Prize Payments

- (a) Prior to each drawing, the Directors shall determine the estimated Annuitized Grand/Jackpot Prize amount to be advertised. The advertised Grand/Jackpot Prize amount shall be estimated and established based upon sales and the annuity factor established for the drawing. The Annuitized Grand/Jackpot Prize to be awarded for each MEGA MILLIONS Panel matching all five (5) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1 and the one (1) MEGA MILLIONS Winning Number drawn for Field 2 shall be that amount equivalent to the highest whole \$1 million annuity that is funded by the amount in that portion of the Prize Fund allocated to the Grand/Jackpot Prize category. In no event, however, shall the Annuitized Grand/Jackpot Prize be less than \$15 million as a starting jackpot, and each successive Annuitized Grand/Jackpot Prize in the same roll cycle will be at least \$5 million more than the previously established jackpot.
- (b) If in any MEGA MILLIONS drawing there are no MEGA MILLIONS Panels which qualify for the Grand/Jackpot Prize category, the portion of the Prize Fund allocated to such Grand/Jackpot Prize category shall remain in the Grand/Jackpot Prize category and be added to the amount allocated for the Grand/Jackpot Prize category in the next consecutive MEGA MILLIONS drawing. Unless there is a Grand/Jackpot Prize winner, the estimated Annuitized Grand/Jackpot Prize amount to be advertised will not be less than \$5 million above the advertised jackpot amount

for the immediately prior drawing.

- (c) If the Annuitized Grand/Jackpot Prize divided by the number of MEGA MILLIONS Panels matching all five (5) of the five (5) MEGA MILLIONS Winning Numbers for Field 1 and the one (1) MEGA MILLIONS Winning Number for Field 2 is equal to or greater than \$1,000,000, the Grand/Jackpot Prize(s) may be paid under the Annuity Option unless a Cash Option was offered to and accepted by the Grand/Jackpot Prize Claimant as prescribed in the statutes, administrative rules and regulations, or procedures of the Party Lottery selling the winning Official MEGA MILLIONS Ticket.
- (d) (1) Annuity Option Grand/Jackpot Prizes shall be paid in thirty (30) consecutive graduated annual installments by the Party Lottery that sold the winning Official MEGA MILLIONS Ticket, with graduated annual installments defined in the MEGA MILLIONS Finance and Operations Procedures. The initial payment shall be paid upon completion of internal validation procedures. The subsequent twenty-nine (29) payments shall be paid annually to coincide with the month of the federal auction date at which the bonds were purchased to fund the Annuity. All such payments shall be made within seven (7) days of the anniversary of the annual auction date.
  - (2) Cash Option Grand/Jackpot Prizes shall be paid in a single payment upon completion of the internal validation procedures and administrative processes of the Party Lottery that sold the winning Official MEGA MILLIONS Ticket. The Cash Option amount offered shall be the amount determined by the highest whole \$1 million annuity that is funded by the amount in that portion of the Prize Fund allocated to the Grand/Jackpot Prize category, divided by the annuity factor established by the MEGA MILLIONS Finance Committee prior to each drawing (the "Cash Equivalent Grand/Jackpot Prize"), divided by the number of Grand/Jackpot Prize winners. Subject to the laws, rules and regulations of the Party Lottery of the state in which the Official MEGA MILLIONS Ticket was purchased, the Claimant has until the close of business on the 60<sup>th</sup> day after the date the Claimant becomes entitled to the prize (as defined by the rules of the Party Lottery which sold the winning Official MEGA MILLIONS Ticket) to select the Cash Option Grand/Jackpot Prize method of payment. No payment will be processed under the Cash Option Grand/Jackpot Prize provision until the Claimant submits a form irrevocably selecting said payment option.
- (e) In the event multiple MEGA MILLIONS Panels match all five (5) of the five (5) MEGA MILLIONS Winning Numbers for Field 1 and the one (1) MEGA MILLIONS Winning Number for Field 2, and the Annuitized MEGA MILLIONS Grand/Jackpot Prize divided by the number of winning game panels is less than \$1,000,000, each MEGA MILLIONS Grand/Jackpot Prize winner shall be paid an amount equal to the Cash Equivalent Grand/Jackpot Prize divided equally by the number of Grand/Jackpot Prize winners. Each such Grand/Jackpot Prize winner will be paid in a single cash payment.

- 7.3.1 Second through Ninth Level Prizes for all Party Lottery states except California:
- (a) MEGA MILLIONS Panels matching five (5) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1, but not matching the MEGA MILLIONS Winning Number drawn for Field 2 shall be entitled to receive a Second Prize of \$1,000,000.\*
- (b) MEGA MILLIONS Panels matching four (4) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1 and the MEGA MILLIONS Winning Number drawn for Field 2 shall be entitled to receive a Third Prize of \$5,000. \*
- (c) MEGA MILLIONS Panels matching four (4) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1, but not matching the MEGA MILLIONS Winning Number drawn for Field 2 shall be entitled to receive a Fourth Prize of \$500.\*
- (d) MEGA MILLIONS Panels matching three (3) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1 and the MEGA MILLIONS Winning Number drawn for Field 2 shall be entitled to receive a Fifth Prize of \$50. \*
- (e) MEGA MILLIONS Panels matching three (3) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1, but not matching the MEGA MILLIONS Winning Number drawn for Field 2 shall be entitled to receive a Sixth Prize of \$5.
- (f) MEGA MILLIONS Panels matching two (2) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1 and the MEGA MILLIONS Winning Number drawn for Field 2 shall be entitled to receive a Seventh Prize of \$5.
- (g) MEGA MILLIONS Panels matching one (1) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1 and the MEGA MILLIONS Winning Number drawn for Field 2 shall be entitled to receive an Eighth Prize of \$2.
- (h) MEGA MILLIONS Panels matching no numbers (0) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1, but matching the MEGA MILLIONS Winning Number drawn for Field 2 shall be entitled to receive a Ninth Prize of \$1.
- (i) Each MEGA MILLIONS Second through Ninth prize shall be paid in one payment.
- 7.3.2 Second Through Ninth Level Prizes in California:

California shall pay all second through ninth level MEGA MILLIONS prizes for Official MEGA MILLIONS Tickets sold in California according to a pari-mutuel distribution of the prize fund aggregated in California for second through ninth prize levels. No other Party Lottery shall bear any expense for second through ninth level prizes for Official MEGA MILLIONS tickets sold in California; nor shall the California Lottery participate in the reconciliation of prize liabilities for the second through ninth prize levels under the MEGA MILLIONS Finance and Operations Procedures.

- 7.4 In a single drawing, a Claimant may win in only one prize category per single MEGA MILLIONS Panel in connection with MEGA MILLIONS Winning Numbers, and shall be entitled only to the highest prize.
- 7.5 For purpose of prize calculation with respect to any MEGA MILLIONS pari-mutuel prize, the calculation shall be rounded down so that prizes shall be paid in multiples of one dollar (\$1.00).

- 7.6 With respect to any MEGA MILLIONS Annuitized Grand/Jackpot Prize, the prize amount shall be the highest fully funded multiple of one million dollars based solely on the Cash Option Grand/Jackpot Prize amount as determined in Section 7.2(d)(2).
- 7.7 Subject to the laws and regulations governing each Party Lottery, the number of prize categories and the allocation of the Prize Fund among the prize categories may be changed at the discretion of the Directors, for promotional purposes. Such change shall be announced by advance public notice.
- 7.8 Should total prize liability, as defined in the MEGA MILLIONS Finance and Operations Procedures, exceed the Liability Cap, as defined in the MEGA MILLIONS Finance and Operations Procedures, the Second and Third prizes shall be paid on a pari-mutuel rather than fixed prize basis, provided, however, that in no event shall the pari-mutuel prize be greater than the fixed prize. The amount to be used for the allocation of such pari-mutuel prizes, and related calculations of pari-mutuel prize values, shall be as defined in the MEGA MILLIONS Finance and Operations Procedures.

# **Ticket Responsibility**

- 8.1 Subject to the laws and regulations governing the Party Lottery which issues the ticket, a winning Official MEGA MILLIONS Ticket is deemed to be owned by the person or entity named on the ticket or, in the case of a ticket not completed with the name (and address, if required), by the Claimant.
- 8.2 A Party Lottery shall not be responsible for lost or stolen Official MEGA MILLIONS Tickets.
- 8.3 The Purchaser of an Official MEGA MILLIONS Ticket has the sole responsibility for verifying the accuracy and condition of the data printed on the ticket at the time of purchase.
- 8.4 The Party Lotteries shall not be responsible to the Claimant for Official MEGA MILLIONS Tickets redeemed in error by a MEGA MILLIONS Agent, Sales Agent or Retailer.
- 8.5 Winners are determined by the numbers drawn and certified by the independent auditor responsible for auditing the MEGA MILLIONS draw. The Party Lotteries shall not be responsible for MEGA MILLIONS Winning Numbers reported in error.

# **Ticket Validation Requirements**

- 9.1 In order to be deemed a valid, winning Official MEGA MILLIONS 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 MEGA MILLIONS Agent, Sales Agent or Retailer on official paper stock of the selling Party Lottery;
  - (f) The ticket must not have been stolen, to the knowledge of the Party Lottery;
  - (g) The ticket must be submitted for payment in accordance with Section 10 (Procedures for Claiming and Payment of Prizes);
  - (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 Party Lottery computer, the wager accepted by the Party Lottery computer shall be the valid wager;
  - (i) The player or computer number selections, validation data and the drawing date(s) of an apparent winning ticket must appear on the official file of winning tickets, and a ticket with that exact data must not have been previously paid;
  - (j) The ticket must not be mis-registered, defectively printed or printed or produced in error to an extent that it cannot be processed by the Party Lottery that issued the ticket;
  - (k) The ticket must pass validation tests using a minimum of three (3) of the five (5) validation methods as defined in the MEGA MILLIONS Finance and Operations Procedures, Section 14. In addition, the ticket must pass all other confidential security checks of the Party Lottery that issued the ticket;
  - (l) In submitting an Official MEGA MILLIONS Ticket 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 ticket;

- (m) There must not be any other breach of these MEGA MILLIONS Rules in relation to the ticket, which, in the opinion of the Director of the Party Lottery that issued the ticket, justifies invalidation.
- (n) The ticket must be submitted to the Party Lottery that issued it.
- (o) Internet Game Tickets must meet the ticket validation requirements of the Party Lottery that issued the ticket.
- 9.2 An Official MEGA MILLIONS 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 Director of the Party Lottery, which sold the Official MEGA MILLIONS Ticket, shall be final and binding; however, the Director may, at his/her option, replace an invalid ticket with an Official MEGA MILLIONS Ticket of equivalent sales price;
  - (b) In the event a defective ticket is purchased or in the event the Director determines to adjust an error, the Claimant's sole and exclusive remedy shall be the replacement of such defective or erroneous ticket(s) with an Official MEGA MILLIONS Ticket of equivalent sales price;
  - (c) In the event an Official MEGA MILLIONS Ticket is not paid by a Party Lottery and a dispute occurs as to whether the ticket is a winning ticket, the Party Lottery 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 unless the laws or regulations governing the Party Lottery provide for further administrative review.

## **Procedures for Claiming and Payment of Prizes**

10.1 Prizes shall be redeemed or claimed only in the jurisdiction where the Official MEGA MILLIONS Ticket was purchased and only through MEGA MILLIONS Agents, Sales Agents or Retailers or other Authorized Claim Centers, effective upon determination of prize payouts, for the legally established claim period established for the jurisdiction in which the winning ticket was sold.

For those Party Lotteries that allow Official MEGA MILLIONS Tickets to be claimed and scanned at authorized Agents, Sales Agents or Retailers or other Authorized Claim Centers, within the time period noted above, and then sent to the headquarters' office of the applicable Party Lottery for validation, said Ticket must be received at the headquarters' office of the applicable Party Lottery by the close of business on the thirtieth (30<sup>th</sup>) day after the expiration of the official claim period of said Party Lottery in order to be paid.

- 10.2 Claimants of a winning Official MEGA MILLIONS Ticket must comply with the prize claim requirements of the Party Lottery that issued the winning ticket.
- 10.3 In the event that a single Official MEGA MILLIONS 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 for the Party Lottery that issued the winning ticket.
- 10.4 State, local and federal withholding taxes, and any other statutorily required deductions, where applicable, shall be withheld from MEGA MILLIONS prizes by the Party Lottery issuing a winning ticket in such amounts as may be required by law.
- 10.5 MEGA MILLIONS prizes shall not be paid to any persons prohibited from playing MEGA MILLIONS in a particular Party Lottery state by MEGA MILLIONS Rules or by the governing law or rules of that Party Lottery or any contract executed by the Party Lottery.
- 10.6 There shall be no assignment of MEGA MILLIONS prizes except as set forth in the statutes or regulations of the Party Lottery that sold the winning Official MEGA MILLIONS Ticket.
- 10.7 Subject to the laws and regulations of the state of each Party Lottery relating to the disclosure of MEGA MILLIONS winners, and at the discretion of each Party Lottery where disclosure is permitted, the name and community of the winner of a Grand/Jackpot prize, or the prize the next level down, will be disclosed in a press conference or in a press release and the winner may be required to participate in a press conference.

## **Unclaimed Prize Money**

- 11.1 For winning Official MEGA MILLIONS Tickets or MEGA MILLIONS Add-on games tickets for which no claim or redemption is made within the specified claim period for each respective Party Lottery, the corresponding prize monies shall be returned to the other Party Lotteries in accordance with procedures for the reconciliation of prize liability as stated in the Finance and Operations Procedures for MEGA MILLIONS or the Finance and Operations Procedures for the Add-on game, as appropriate.
- 11.2 If after a winning Official MEGA MILLIONS Ticket has not been claimed or redeemed and the corresponding prize monies have been returned to Party Lotteries pursuant to Rule 11.1, a claim is made or redemption sought which a Party Lottery pays (i) as a result of the provisions of the Serviceman's Civil Relief Act (50 U.S.C.S. Appx. § 526); (ii) as a result of state legislation adopted to satisfy the requirements of the Serviceman's Civil Relief Act; or (iii) as a result of state legislation requiring such payment to a member of the armed forces who was engaged in active military service outside the paying Party Lottery state when the usual permitted time period to make a claim or seek redemption expired, each other Party Lottery shall reimburse the paying Party Lottery in an amount equal to the amount such other Party 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 Party Lotteries without regard to whether the MEGA MILLIONS game remains in existence and/or whether the Party Lottery seeking reimbursement has withdrawn from the game at the time a Party Lottery seeks reimbursement pursuant to this rule.

### **Governing Law**

- 12.1 In purchasing a ticket issued for MEGA MILLIONS, the Purchaser agrees to comply with and be bound by all applicable statutes, administrative rules and regulations, and procedures of the Party Lottery of the state in which the Official MEGA MILLIONS Ticket is issued, and by directives, instructions, conditions, policies and determinations of the Director of that Party Lottery. The Purchaser agrees, as its sole and exclusive remedy, that claims arising out of an Official MEGA MILLIONS Ticket can only be pursued against the Party Lottery of ticket purchase. Litigation, if any, shall only be maintained within the state in which the Official MEGA MILLIONS Ticket was purchased and only against the Party Lottery that issued the ticket.
- 12.2 In the event of conflict between these MEGA MILLIONS Rules and the statutes, rules or regulations of any Party Lottery, the Party Lottery's statutes, rules and regulations shall control.
- 12.3 All decisions made by a Director of a Party Lottery, including the declaration of prizes and the payment thereof and the interpretation of MEGA MILLIONS Rules, shall be final and binding on all Purchasers and on every person making a claim in respect thereof, but only in the state where the Official MEGA MILLIONS Ticket was issued.

# **APPROVED BY THE PARTY LOTTERIES:** GEORGIA LOTTERY CORPORATION NEW JERSEY DIVISION OF STATE LOTTERY By: \_\_\_\_\_ By: Debbie D. Alford, President & CEO Carole Hedinger, Executive Director NEW YORK STATE DIVISION OF THE ILLINOIS LOTTERY LOTTERY By: \_\_\_\_ Michael Jones, Superintendent Gardner Gurney, Acting Director MARYLAND STATE LOTTERY AND GAMING **OHIO LOTTERY COMMISSION** CONTROL AGENCY By: \_\_\_\_ Stephen Martino, Director Dennis R. Berg, Director MASSACHUSETTS STATE LOTTERY VIRGINIA LOTTERY COMMISSION By: Paul R. Sternburg, Executive Director Paula I. Otto, Executive Director MICHIGAN BUREAU OF STATE LOTTERY WASHINGTON STATE LOTTERY

M. Scott Bowen, Commissioner

Gary Grief, Executive Director

TEXAS LOTTERY COMMISSION

By: \_\_\_

Harold W. Hanson, Director

Paula LaBrie, Acting Director

CALIFORNIA STATE LOTTERY