

Chapter 80: LOTTO AMERICA® GAME RULES

Part I – Administration

Section 1.0

These rules establish the procedures and requirements for operating and playing Lotto America, a lotto game run by the Multi-State Lottery Association (hereinafter referred to as “MUSL”), of which the Bureau of Alcoholic Beverages and Lottery Operations (hereinafter referred to as “BABLO”) is a member. Generally, the Lotto America Game shall be operated in accordance with any agreement between the State of Maine and MUSL, the Constitution, the Bylaws of the MUSL, the Administrative Rules of MUSL and applicable Maine law.

Part II – Lotto America Game Rules

Section 2.0 – 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 the 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.

- 2.1** “Advertised Grand Prize” means 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 Section 6.1 of these Rules.
- 2.2** “Agent”, “retailer” or “lottery retail agent” means a person or entity authorized by a Selling Lottery to sell lottery Plays.
- 2.3** “All Star Bonus” means the All Star Bonus Multiplier Promotion described in Part III of these Rules.

- 2.4** “All Star Bonus Multiplier Plays” means Plays purchases as part of the All Star Bonus Multiplier Promotion described in Part III of these Rules.
- 2.5** “BABLO” means Bureau of Alcoholic Beverages and Lottery Operations within the Department of Administrative and Financial Services.
- 2.6** “Computer Gaming System” means a specialized computer system designed for use in Lottery gaming transactions.
- 2.7** “Computer Pick” means the random selection of indicia by the retailer computer that appears on a ticket or ticketless transaction and are played by a player in the game.
- 2.8** “Draw Lottery Game”, or “Draw Game” means a lottery game wherein a player selects numbers out of a larger predetermined set or sets of numbers.
- 2.9** “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. A Lotto America drawing shall determine the winning indicia for the Lotto America game and the All Star Bonus Multiplier.
- 2.10** “Executive Director” means the Director of BABLO appointed by the Commissioner of the Department of Administrative and Financial Services.
- 2.11** “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 Section 7.0 of these rules (Play 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.
- 2.12** “Grand Prize” shall refer to the top prize in the Lotto America game.
- 2.13** “Incomplete Transaction Plays” means a Play that occurs 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.
- 2.14** “Licensee Lottery” means a state lottery or lottery of a governmental unit, political subdivision or entity thereof that is not a Party Lottery but has agreed to comply with all applicable MUSL and Product Group requirements and has been authorized by the MUSL and by the Lotto America Product Group to sell the Lotto America game.
- 2.15** “Lotto America Play” shall refer to Plays purchased as part of the Lotto America game, but shall not include All Star Bonus Multiplier Plays.

- 2.16** “Maine Lottery” or “the Lottery” means the Bureau of Alcoholic Beverages and Lottery Operations.
- 2.17** “Matrix Change” means the changing of the indicia selected by a Player from which the Winning Numbers are drawn.
- 2.18** “MUSL” means the Multi-State Lottery Association, a government-benefit association wholly owned and operated by the Party Lotteries.
- 2.19** “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
- 2.20** “MUSL Board” means the governing body of the MUSL, which is comprised of the chief executive officer of each Party Lottery.
- 2.21** “MUSL Finance and Audit Committee” shall mean the committee of that name established by the MUSL Board.
- 2.22** “Pari-Mutuel” shall mean wagered funds that are pooled and then paid in equal shares to the winners of a prize as described in these Rules.
- 2.23** “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.
- 2.24** “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. Unless otherwise indicated, “Party Lottery” or “Member Lottery” does not include “Licensee Lotteries”.
- 2.25** “Play” or “Bet” means the 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 either manually or by a Computer Pick 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.

- 2.26** “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.

- 2.27** “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.
- 2.28** “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.
- 2.29** “Returned Play” is a Play that has been generated and that is returned to the Selling Lottery.
- 2.30** “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.
- 2.31** “Stolen Plays” means a Play taken without permission or legal right without intending to return it.
- 2.32** “Terminal” means a device authorized by a Selling Lottery to function in an interactive mode with the lottery’s 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.
- 2.33** “Ticketless Transaction” shall include Plays sold through subscription, internet, or non-standard terminals.
- 2.34** “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.

Section 3.0 – Lotto America Game Description

3.1 Lotto America Game:

- 3.1.1** Lotto America is a five (5) out of fifty-two (52) plus one (1) out of ten (10) numbers lottery game drawn on days as determined by the Lotto America Product Group 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.

3.1.2 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.

3.1.3 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.

3.1.4 Lotto America 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.

3.1.5 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.

3.2 **Claims.** Unless otherwise permitted by a selling lottery, a ticket (subject to the validation requirements set forth in Section 7.0 of these Rules (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.

3.3 **Cancellations:** Request for Plays, Returned Plays, Incomplete Transaction Plays, Stolen Plays and Refunds for Game Cancellations.

3.3.1 **Plays Non-Cancellable.** In all instances, a Play recorded on the CGS ("Computer Gaming System") 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, print in error, or for any reason not successfully transferred to an authorized selling entity or Player.

3.3.2 **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. At the sole discretion of the lottery, authorized sales through a subscription or other system which have 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 3.3.1, 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 reports to MUSL.

3.3.3 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.

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

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

3.3.3.3 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.

3.3.4 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.

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

3.3.4.2 Incomplete Transaction plays may not be cancelled or voided.

3.3.4.3 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.

3.3.4.4 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.

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

3.3.5.1 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.

3.3.5.2 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.

3.3.6 **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.

3.3.7 **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.

3.4 **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.

3.5 **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.

- 3.6 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.
- 3.7 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 thirty-nine (39). 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).
- 3.8 Matrix Changes.** 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 for that Selling Lottery for the balance of Plays remaining on their ticketless transactions effective as of the date of the matrix change.
- 3.9 Emergency Rule-making Authority.** Pursuant to the Product Group's fiduciary duties, it may become necessary for these rules to be modified by emergency rule making pursuant to 5 MRS § 8054.

Section 4.0 – Lotto America Prize Pool

- 4.1 Lotto America Prize Pool.** The prize pool for all prize categories shall consist of fifty percent (50%) of each Drawing period's Lotto America 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.
- 4.2 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.
- 4.2.1** The following prize reserve accounts for the Lotto America game are hereby established:
- 4.2.1.1** 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.
- 4.2.2** The following prize pool accounts for the Lotto America game are hereby established:
- 4.2.2.1** The Grand Prize Pool (GPP), which is used to fund the current Grand Prize;
- 4.2.2.2** 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;
- 4.2.2.3** 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
- 4.2.2.4** 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.

- 4.2.3** 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.

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.

- 4.2.4** 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.

- 4.2.5** The Product Group may determine to expend all or a portion of the funds in the Lotto America prize pools and the prize reserve accounts (except the GPP account and the GPCFP):

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

4.2.5.2 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.

4.2.6 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.

4.2.7 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.

4.2.8 Any amount remaining in the Lotto America prize pool accounts 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.

4.3 Reserved.

4.4 Expected Lotto America Prize Payout Percentages. The Grand Prize payout shall be determined on a Pari-Mutuel basis. Except as otherwise provided for 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	Sale Percentage Allocated in 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.

4.4.1 The prize money allocated to the Grand Prize category shall be divided equally by the number of Lotto America Plays winning the Grand Prize as described in Sections 6.1.2 and 6.1.3 of these rules.

4.4.2 Lotto America Game Set Prize Pool (SPP) Carried Forward. The SPP (for single payment prizes of twenty thousand dollars (\$20,000.00) 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.

4.4.3 Pari-Mutuel Lotto America Game Prize Determinations.

4.4.3.1 If the total of the Lotto America 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:

4.4.3.1.1 the amount available in the SPP and the All Star Bonus Multiplier Prize Pool; and, if needed,

4.4.3.1.2 an amount from the PRA, if available, not to exceed the balance of the PRA; and, if needed,

4.4.3.1.3 an amount from the SAP, if available, not to exceed the balance of the pool.

4.4.3.2 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.

Section 5.0 – 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 Ticket	Number of 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 the first set plus one (1) of the second set	891,825	1: 29.1420	\$ 2.00
None of the first set plus one (1) of the second set	1,533,939	1: 16.9430	\$ 2.00
Overall	2,698,374	1:9.6315	

* The Grand Prize Amount does not include the PRA deductions or any other deductions, if any.

Section 6.0 – Lotto America Prize Payment

6.1 Grand Prizes.

6.1.1 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.

- 6.1.2** 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.
- 6.1.3** In certain instances announced by the Product Group, the Grand Prize shall be a guaranteed amount and shall be determined pursuant to Section 6.5 of these rules.
- 6.1.4** If individual shares of the GPP funds held to fund an annuity is less than two-hundred fifty thousand dollars (\$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.
- 6.1.5** 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.
- 6.1.6** 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.

6.1.7 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.

6.1.8 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.

6.1.9 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.

6.2 **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 or warrant or electronic transfer.

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

6.3 **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.

6.4 **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.

6.5 Funding of Guaranteed Lotto America Prizes.

6.5.1 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.

6.5.2 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:

6.5.2.1 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;

6.5.2.2 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 approved by the MUSL Board;

6.5.2.3 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 MSUL Annuity Factor.

6.5.3 Minimum guaranteed prizes or increases may be waived by the Product Group if the alternate funding mechanism set out in Section 4.4.3 of these rules becomes necessary. Approval of the Group is required to change the guaranteed minimum Grand Prize amounts or minimum increases in the Grand Prize amount. Any reduction in the guaranteed minimum Grand Prize amount or reduction in the minimum increases to the Grand Prize amount shall not become effective until after a Grand Prize win following the action taken by the Group.

6.6 Limited to Highest Lotto America Prize Won. The holder of a winning Lotto America Play may win only one (1) prize per Lotto America 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 and All Star Bonus prize are discharged upon payment of a prize claim.

- 6.7 Lotto America Prize Claim Period.** Prize claims shall be submitted within the period set by the Selling Lottery selling the Play. For Maine, all prize claims, including the Grand Prize shall be made within one (1) year after the drawing date.
- 6.8 Expired Unclaimed Prizes.** Prizes which are unclaimed for a period of one (1) year after the drawing date on the ticket revert to the expired unclaimed prize pool to be distributed to players in the form of special promotions or drawings.

Section 7.0 – Play Validation

- 7.1 General Requirements for Validation.** 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.

7.2 Specific Requirements for Validation of Tickets Sold in Maine

- 7.2.1** To be a valid ticket and eligible to receive a prize, all the following requirements must be satisfied:

7.2.1.1 The ticket must have been issued by the Lottery through a licensed agent, via a terminal, in an authorized manner. The ticket must be intact and must not be mutilated, altered, reconstructed, or tampered with in any manner.

7.2.1.2 The ticket date must have been recorded in the Lottery's computer gaming system at least sixty (60) minutes prior to the drawing; even if it appears that a bet is accepted (by virtue of a printed ticket), any bet placed other than at least sixty (60) minutes prior to the drawing (regardless of when the drawing is held) is void.

7.2.1.3 The information appearing on the ticket must correspond precisely with the party Lottery's computer gaming system record.

7.2.1.4 The ticket validation number must appear in its entirety, and correspond, using a computer validation file, to the winning game play or plays printed on the ticket. The ticket stock sequential number on the back of the ticket must correspond to the Lottery's inventory records.

- 7.2.1.5** The ticket must not be defectively printed, fuzzy, produced in error, counterfeit in whole or in part, altered, unreadable, reconstructed, tampered with in any manner, stolen, blank or partially blank, misregistered, or defective.
- 7.2.1.6** All information appearing on an apparent winning ticket must correspond to the Lottery's records of winning tickets, and another ticket with identical data shall not have been paid.
- 7.2.1.7** The ticket must be intact, fully legible, complete and not miscut, correspond to the data on file at the Lottery in every respect.
- 7.2.1.8** The ticket must pass all other security criteria determined by the Maine Lottery and MUSL.
- 7.2.1.9** The ticket must be validated in accordance with the provisions of these rules relating to the procedures for claiming prizes and for the payment thereof.
- 7.2.1.10** An apparent winning ticket shall be void unless the ticket paper stock roll which was in use at the time of the bet by, and validly issued to, the agent from whom the ticket was purchased.
- 7.2.1.11** Ticketless transaction Plays must meet the validation requirements set forth in this Section.

- 7.2.2** In the event that a ticket fails to pass all the criteria set forth in Section 7.2.1 of these rules, the ticket shall be deemed void and ineligible for any prize and shall not be paid. In the event of a dispute or other instance of doubt, the decision of the executive director shall be final and binding. If the executive director determines that the ticket is not eligible to receive a prize, then the executive director may, at the executive director's option, replace an invalid, defective or otherwise erroneous ticket with a ticket of equivalent sales price from any current lottery game. Replacement of the ticket shall be the bearer or claimant's sole and exclusive remedy.

Section 8.0 – Ticket Responsibility

- 8.1 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.
- 8.2 Reserved.**
- 8.3 Stolen Tickets.** The Product Group, the MUSL and the Party Lotteries shall not be responsible for lost or stolen Plays.
- 8.4 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.
- 8.5 Errors.**
- 8.5.1** The MUSL and Party Lotteries shall not be responsible to a prize claimant for Plays redeemed in error by an agent, retailer or lottery retail agent.
- 8.5.2** Winners are determined by the numbers drawn and certified by the independent auditor responsible for auditing the Lotto America Drawings. MUSL and the Party Lotteries are not responsible for winning numbers reported in error.

Section 9.0 – Ineligible Players

- 9.1** 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 Play or share shall not be paid to:
- 9.1.1** A MUSL employee, officer, or director;
- 9.1.2** A contractor or consultant under agreement with the MUSL to review the MUSL audit and security procedures;
- 9.1.3** 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

9.1.4 An immediate family member (parent, stepparent, child, stepchild, spouse, or sibling) of an individual described in this section and residing in the same household.

9.2 A ticket may not be sold to, or purchased by, individuals who have not attained 18 years of age. However, tickets may be given as gifts to minors or any other individuals except as prohibited by Maine law.

9.3 A Play or share may not be purchased by and a prize may not be paid to any of the persons set forth in 8 M.R.S.A. Section 381.

9.4 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.

Section 10.0 —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 Maine laws, rules promulgated, 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 – Special Game Rules: Lotto America All Star Bonus® Multiplier Promotion

Section 11.0 – Promotion Description

The All Star Bonus® 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.

Participating Lotteries may require purchase of the All Star Bonus Promotion when a player purchases a Lotto America Play.

Section 12.0 - 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 play and that is recorded at the Member Lottery's computer gaming system as a qualifying All Star Bonus Multiplier Play.

Section 13.0 – 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.

Section 14.0 – All Star Bonus Drawings

MUSL will conduct a separate random "All Star Bonus" drawing and announce the results. During each 2X-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.

Section 15.0 – All Star Bonus Multiplier Prize Pool

15.1 All Star Bonus Multiplier Prize Pool.

15.1.1 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.

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

15.1.2.1 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.

15.1.2.2 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.

15.1.3 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.

15.2 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.

15.3 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		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.

15.4 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.

All Star Bonus Multiplier	Probability of Prize Increase	Chance of Occurrence
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.		

Section 16 – Limitations on Payment of All Star Bonus Prizes

16.1 Pari-Mutuel Prizes—All Prize Amounts.

16.1.1 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:

16.1.1.1 the amount available in the SPP allocated to the set prizes and the MPP, if any;

16.1.1.2 an amount from the PRA up to, if available, not to exceed the balance of the PRA; and

16.1.1.3 an amount from the SAP, if available, not to exceed the balance of that pool.

16.1.2 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

Section 17.0 Prize Payment

- 17.1 Prize Payments.** 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.
- 17.2 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.

Part IV – Lottery Retail Agents

Section 18.0 – Lottery Retail Agents

- 18.1** A lottery retail agent selling Lotto America and Lotto America with Power Play tickets shall comply with all applicable Maine laws, administrative rules promulgated by the Lottery, and procedures and decisions of the Lottery as well as with all applicable MUSL rules, regulations and requirements.
- 18.2** Each lottery retail agent shall receive a commission of five percent (5%) of gross receipts for Lotto America and All Star Bonus tickets sold by that lottery retail agent.
- 18.3** A bonus of one (1) percent of the winning Grand Prize Play not to exceed \$30,000 will be paid to the lottery retail agent for any winning Grand Prize Play sold by that lottery retail agent.
- 18.4** A bonus of one (1) percent will be paid to the lottery retail agent for any single Match 5 + 0 winning Play sold by that lottery retail agent.

Section 19.0 – Effective Date

These rules shall become effective for the Drawing beginning July 18, 2022.

STATUTORY AUTHORITY: 8 M.R.S.A. §374

Proposed