

18 DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

553 BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY
OPERATIONS (includes rules of STATE LIQUOR AND LOTTERY
COMMISSION)

Chapter 20: POWERBALL RULES

Part I – Administration

Section 1.0

These rules establish the procedures and requirements for operating and playing Powerball, 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 Powerball 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 – Powerball 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 “Agent”, “retailer” or “lottery retail agent” means a person or entity authorized by the Lottery to sell lottery tickets.
- 2.2 “BABLO” means Bureau of Alcoholic Beverages and Lottery Operations within the Department of Administrative and Financial Services.
- 2.3 “Commission” means the State Liquor and Lottery Commission as established in 5 MRSA section 283-A.
- 2.4 “Computer pick” means the random selection of two-digit numbers by the computer system ~~which~~ that appear on a ticket and are played by a player in the game.

- 2.5 “Drawing” means the formal process of selecting winning numbers ~~which~~ that determine the number of winners for each prize level of the game.
- 2.6 “Executive Director” means the Director of BABLO appointed by the Commissioner of the Department of Administrative and Financial Services.
- 2.7 “Game board” or “boards” means that area of the play slip, also known as a “panel”, ~~which~~ that contains two (2) sets of numbered squares to be marked by the player, the first set containing fifty-nine (59) squares, numbers one (1) through fifty-nine (59), and the second set containing thirty-five (35) squares, numbers one (1) through thirty-five (35).
- 2.8 “Game ticket” or “ticket” means an acceptable evidence of play, which is a ticket produced by a terminal ~~which~~ that meets the specifications defined in the rules of each Selling Lottery and Section 7.0 of these rules (Ticket Validation) or is a properly and validly registered subscription play.
- 2.9 “Licensee Lottery” shall mean a state lottery or lottery of a governmental unit, political subdivision or entity thereof ~~which~~ 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 Powerball Product Group to sell the Powerball game.
- 2.10 “Lottery” or “the Lottery” means BABLO.
- 2.11 “MUSL” means the Multi-State Lottery Association, a government-benefit association wholly owned and operated by the Party Lotteries.
- 2.12 “MUSL Board” means the governing body of the MUSL which is comprised of the chief executive officer of each Party Lottery.
- 2.13 “On-Line Lottery Game”, “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.
- 2.14 “Party Lottery” or “Member Lottery” means a state lottery or lottery of a political subdivision or entity ~~which~~ that has joined the MUSL and, in the context of these Product Group Rules, ~~which~~ that is authorized to sell the Powerball game. Unless otherwise indicated, “Party Lottery” or “Member Lottery” does not include “Licensee Lotteries”.
- 2.15 “Play” or “bet” means the six (6) numbers, the first five (5) from a field of fifty-nine (59) numbers and the last one (1) from a field of thirty-five (35) numbers, that appear on a ticket as a single lettered selection and are to be played by a player in the game.

- 2.16 “Product Group” means a group of lotteries ~~which~~ that has joined together to offer a product pursuant to the terms of the MUSL Agreement and the Product Group’s own rules.
- 2.17 “Play slip” or “bet slip” means a card used in marking a player's game plays and containing one or more boards.
- 2.18 “Selling Lottery” shall mean a lottery authorized by the Product Group to sell Powerball tickets, including Party Lotteries and Licensee Lotteries.
- 2.19 “Set Prize” means all other prizes except the Grand Prize that are advertised to be paid by a single cash payment and, except in instances outlined in these rules, will be equal to the prize amount established by the MUSL Board for the prize level.
- 2.20 “Terminal” means a device authorized by a Selling Lottery to function in an on-line, interactive mode with the lottery's computer system for the purpose of issuing lottery tickets and entering, receiving, and processing lottery transactions, including making purchases, validating tickets, and transmitting reports.
- 2.21 “Winning numbers” means the six (6) numbers, the first five (5) from a field of fifty-nine (59) numbers and the last one (1) from a field of thirty-five (35) numbers, randomly selected at each drawing, which shall be used to determine winning plays contained on a game ticket.

Section 3.0 – Game Description

- 3.1 Powerball is a five (5) out of fifty-nine (59) plus one (1) out of thirty-five (35) ~~on-~~ linedraw lottery game, drawn every Wednesday and Saturday, 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 cash lump sum payment of the total cash held for this prize pool on a pari-mutuel basis. Except as provided in these rules, all other prizes are paid on a set cash basis. To play Powerball, a player shall select five (5) different numbers, from one (1) through fifty-nine (59) and one (1) additional number from one (1) through thirty-five (35), for input into a terminal. The additional number may be the same as one of the first five numbers selected by the player. Tickets can be purchased for two dollars (U.S. \$2.00), including any specific statutorily-mandated tax of a Selling Lottery to be included in the price of a lottery ticket, either from a terminal operated by an agent (i.e., a clerk-activated terminal) or from a terminal operated by the player (i.e., a player-activated terminal). If purchased from an agent, the player may select a set of five (5) numbers and one (1) additional number by communicating the six (6) numbers to the agent, or by marking six (6) numbered squares in any one game board on a play slip and submitting the play slip to the agent or by requesting “computer pick” from the agent. The agent will then issue a ticket, via the terminal,

containing the selected set or sets of numbers, each of which constitutes a game play. Tickets can be purchased from a player-activated terminal by manual entry or by inserting a play slip into the machine. Tickets may also be purchased through a Selling Lottery subscription system as provided in Section 3.6 of these rules.

- 3.2 Claims.** A ticket (subject to the validation requirements set forth in Section 7.0 of these rules (Ticket Validation)) 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 ticket purchase or of numbers selected. A terminal produced paper receipt has no pecuniary or prize value and shall not constitute evidence of ticket purchase or of numbers selected.
- 3.3 Cancellations Prohibited.** A ticket may not be voided or canceled by returning the ticket to the selling agent or to the lottery, including tickets that are printed in error. No ticket ~~which-that~~ can be used to claim a prize shall be returned to the lottery for credit. Tickets accepted by retailers as returned tickets and ~~which-that~~ cannot be re-sold shall be deemed owned by the bearer thereof.
- 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. The placing of plays is done at the player's own risk through the ~~on-line~~terminal of the ~~retail~~ agent ~~who-that~~ is acting on behalf of the player in entering the play or plays.
- 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 provided by the Selling Lottery and hand-marked by the player or by such other means approved by the Selling Lottery. Retailers shall not permit the use of facsimiles of play slips, copies of play slips, or other materials that are inserted into the terminal's play slip reader that are not printed or approved by the Selling Lottery. Retailers shall not permit any device to be connected to a lottery terminal to enter plays, except as approved by the Selling Lottery.
- 3.6 Registration of Plays.** Subscription plays may be registered by the Selling Lottery at a lottery processing site ~~which-that~~ meets the requirements established by the Product Group and the Security and Integrity Committee.

Section 4.0 – Prize Pool

- 4.1 Prize Pool.** The prize pool for all prize categories shall consist of fifty percent (50%) 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, after the prize reserve accounts are funded to the amounts set by the Product Group. Any

amount remaining in the prize pool at the end of this game shall be returned to all lotteries participating in the prize pool after the end of all claim periods of all Selling Lotteries, carried forward to a replacement game or expended in a manner as directed by the Product Group in accordance with jurisdiction statute.

- 4.2 Prize Reserve Accounts.** An amount equal to up to two percent of a Party Lottery's sales, including any specific statutorily-mandated tax of a Party Lottery to be included in the price of a lottery ticket, shall be deducted from a Party Lottery's Grand Prize Pool and placed in trust in one or more prize reserve accounts until the Party Lottery's share of the prize reserve account(s) reaches the amounts designated by the Product Group.

The Product Group has established the following prize reserve accounts for the Powerball game: 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; the Set-Aside Account, which is used to guarantee payment of the minimum or starting Grand Prize; the Set Prize Reserve Account (SPRA), which is used to fund deficiencies in low-tier prize payments (subject to the limitations of these rules); the Power Play Prize Reserve Rollover Account, which is described in Section 15.2 of these rules; and the Low-Tier Prize Rollover Account, which holds the temporary balances that may result from having fewer than expected winners in the low-tier set prize categories. The source of the Low-Tier Prize Rollover Account funds is the Party Lottery's weekly prize contributions less actual set prize liability.

Once the Party Lottery's share of the prize reserve accounts exceeds the designated amounts, the excess shall become part of the Grand Prize pool. The Product Group, with approval of the Finance & Audit Committee, may establish a maximum balance for the prize reserve account(s).

The Product Group may determine to expend all or a portion of the funds in the reserve accounts, (1) for the purpose of indemnifying the Party Lotteries and Licensee Lotteries in the payment of prizes to be made by the participating lotteries, subject to the approval of the Board; and (2) for ~~accounts for~~ the payment of prizes or special prizes in the game; subject to the approval of the Finance and Audit Committee. The 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 shares of the Party Lotteries.

Any amount remaining in a prize reserve account at the end of this game shall be returned to all lotteries participating in the reserve after the end of all claim periods of all Selling Lotteries, carried forward to a replacement prize reserve account or expended in a manner as directed by the Product Group in accordance with jurisdiction statute.

- 4.3 Licensee Lotteries.** Licensee Lotteries shall adhere to Section 4.2 of these rules unless a different process is approved by the Product Group
- 4.4 Expected Prize Payout Percentages.** The Grand Prize shall be determined on a pari-mutuel basis. Except as otherwise mandated by jurisdiction statute, [- judicial requirements](#) or provided for in these rules, all other prizes awarded shall be paid as set cash prizes with the following expected prize payout percentages:

Number of Matches Per Play	Prize Pool Percentage	
	Prize Payment	Allocated to Prize
All five (5) of first set plus one (1) of second set	Grand Prize	63.9511%
All five (5) of first set and none of second set	\$1,000,000	19.4038%
Any four (4) of first set plus one (1) of second set	\$10,000	1.5409%
Any four (4) of first set and none of second set	\$100	0.5239%
Any three (3) of first set plus one (1) of second set	\$100	0.8167%
Any three (3) of first set and none of second set	\$7	1.9437%
Any two (2) of first set plus one (1) of second set	\$7	0.9909%
Any one (1) of first set plus one (1) of second set	\$4	3.6097%
None of first set plus one (1) of second set	\$4	7.2194%

- 4.4.1** The prize money allocated to the Grand Prize category shall be divided equally by the number of game boards winning the Grand Prize.
- 4.4.2 Party Lotteries.** For Party Lotteries, the prize pool percentage allocated to the set prizes (the cash prizes of \$1,000,000.00 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. If the total of the set prizes awarded in a drawing exceeds the percentage of the prize pool allocated to the set prizes, then the amount needed to fund the set prizes awarded shall be drawn from the following sources, in the following order: (i) the amount allocated to the set prizes and carried forward from previous draws, if any; (ii) an amount from the ~~set prize reserve account~~SPRA, if available, not to exceed ~~twenty five million dollars (\$25,000,000)~~ forty million dollars (\$40,000,000.00) per drawing. If, after these sources are depleted, there are not sufficient funds to pay the set prizes awarded, then the highest set prize shall become a pari-mutuel prize. If the amount of the highest set prize, 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, 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 Party Lotteries and the Licensed Lotteries shall independently determine their pari-mutuel low-tier prize amounts and the Product Group shall determine the amount to be paid as the prize for each low-tier prize level.
- 4.4.3 Licensee Lotteries.** Licensee Lotteries shall adhere to Section 4.4.2 of these rules unless a different process is approved by the Product Group.

Section 5.0 – Probability of Winning

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 Powerball. The Set Prize Amount shall be the prizes set for all states selling the game unless prohibited or limited by a jurisdiction's statute or judicial requirements.

Probability Distribution			
Number of Matches Per Ticket	Winners	Probability	Probable/Set Prize Amount
All five (5) of first set plus one (1) of second set	1	1:175,223,510.0000	Grand Prize
All five (5) of first set and none of second set	34	1:5,153,632.6471	\$1,000,000
Any four (4) of first set plus one (1) of second set	270	1:648,975.9630	\$10,000
Any four (4) of first set and none of second set	9,180	1:19,087.5283	\$100
Any three (3) of first set plus one (1) of second set	14,310	1:12,244.8295	\$100
Any three (3) of first set and none of second set	486,540	1:360.1420	\$7
Any two (2) of first set plus one (1) of second set	248,040	1:706.4325	\$7
Any one (1) of the first set plus one (1) of the second set	1,581,255	1:110.8129	\$4
None of the first set plus one (1) of the second set	3,162,510	1:55.4065	\$4
Overall	5,502,140	1:31.8464	

Section 6.0 – Prize Payment

6.1 Grand Prizes. 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 winning ticket annuity or cash payment. 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 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 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. Shares of the Grand Prize shall be determined by dividing the cash available in the Grand Prize pool equally among all winners of the Grand Prize. Winner(s) who elect a

cash payment shall be paid their share(s) in a single cash payment. The annuitized option prize shall be determined by multiplying a winner's share of the Grand Prize pool by the MUSL annuity factor. The MUSL annuity factor is determined by the best total securities price obtained through a competitive bid of qualified, pre-approved brokers made after it is determined that the prize is to be paid as an annuity prize or after the expiration of [sixty \(60\)](#) days after the winner becomes entitled to the prize. 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. 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. If individual shares of the cash held to fund an annuity is less than \$250,000.00, the Product Group, in its sole discretion, may elect to pay the winners their share of the cash held in the Grand Prize pool. All annuitized prizes shall be paid annually in thirty (30) payments with the initial payment being made in cash, 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 jackpot winning numbers. Funds for the initial payment of an annuitized prize or the lump sum cash prize 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 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. [If a Party Lottery purchases or holds the prize payment annuity for a prize won in that jurisdiction the Party Lottery has no recourse on MUSL or any other Party Lottery for payment on that prize. 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.](#) 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 ticket, 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.

- 6.2 Low-Tier Cash Prize Payments.** All low-tier cash prizes (all prizes except the Grand Prize) shall be paid in cash or warrants through the Selling Lottery ~~which that~~ sold the winning ticket(s). A Selling Lottery may begin paying low-tier cash prizes after receiving authorization to pay from the MUSL central office.

If a Selling Lottery, due to jurisdictional law requirements, separately determines its low-tier cash prize amounts, it shall be solely responsible for its low-tier cash prize liability, and may begin paying low-tier cash prizes after a drawing when it determines appropriate to do so.

- 6.3 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 cash 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 Except with regards to low-tier cash prizes paid by a Selling Lottery which separately determines its low-tier cash prize amounts pursuant to Section 6.2. ~~B~~breakage resulting from rounding these prizes shall be carried forward to the prize pool for the next drawing.

- 6.4 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 Grand Prize pool for the following drawing.

- 6.5 Funding of Guaranteed Prizes.** 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. 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: 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 winners. 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 best bid submitted by MUSL's pre-approved qualified brokers shall determine the cash pool needed to fund the guaranteed annuitized Grand Prize. If no winner of the Grand Prize during a single drawing has elected the annuitized option prize, then the amount of cash in the Grand Prize pool shall be an amount equal to the guaranteed annuitized amount divided by the average annuity factor of the most recent three (3) best quotes provided by MUSL's pre-approved qualified brokers

submitting quotes. In no case, shall quotes be used ~~which-that~~ are more than two (2) weeks old and if less than three (3) quotes are submitted, then MUSL shall use the average of all quotes submitted. Changes in the allocation of prize money shall be designed to retain approximately the same prize allocation percentages, over a year's time, set out in these rules. Minimum guaranteed prizes or increases may be waived if the alternate funding mechanism set out in Sections 4.4.1 and 4.4.2 of these rules becomes necessary.

- 6.6 Limited to Highest Prize Won.** The holder of a winning ticket may win only one (1) prize per board 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.
- 6.7 Prize Claim Period.** Prize claims shall be submitted within the period set by the Selling Lottery selling the ticket. All grand prize claims 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 – Ticket Validation

- 7.1 General Requirements for Validation.** To be a valid ticket and eligible to receive a prize, a ticket shall satisfy all the requirements established by a Selling Lottery for validation of winning tickets sold through its ~~on-line~~ lottery draw game system as set forth in Section 7.2 of these rules 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 Selling Lotteries shall not be responsible for tickets ~~which-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 central computer system at least sixty (60) minutes prior to the drawing; even if it appears that a bet is accepted (by virtue of a

printed ticket), any bet placed other than at least sixty (60) minutes prior to the drawing (regardless of when the drawing is held) is void.

- 7.2.1.3** The information appearing on the ticket must correspond precisely with the party Lottery's computer 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 BABLO 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.

- 7.2.2** 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 Signature.** Until such time as a subscription play is properly and validly registered with the lottery, or until such time as a signature or, if permitted by state, district or jurisdiction statute a mark or printed name is placed upon a ticket in the area designated for signature, mark or name, a ticket shall be owned by the bearer of the ticket. When a subscription play is validly and properly registered with the lottery, or when a signature, mark or name is placed on the ticket in the place designated, the person who has registered the ticket, or if not registered, whose signature, mark or name appears in such area shall be the owner of the ticket and shall be entitled (subject to the validation requirements in Section 7.0 of these rules (Ticket Validation) and state, district or jurisdiction statute) to any prize attributable thereto.
- 8.2 Multiple Signatures.** Valid winning tickets with multiple signatures will be entitled to a cash or annuity payment per winning ticket.
- 8.3 Stolen Tickets.** The Product Group, the MUSL and the Party Lotteries shall not be responsible for lost or stolen tickets.
- 8.4 Subscription Plays.** A receipt for a subscription play has no value and is not evidence of a play. A subscription play is valid when registered with the lottery in accordance with lottery rules and the person or, if permitted by the lottery rules, the persons registering the play shall be the owner of the subscription play.

Section 9.0 – Ineligible Players

- 9.1** A ticket or share for a MUSL game issued by the MUSL or any of its Party Lotteries shall not be purchased by, and a prize won by any such ticket 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 ticket 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 MUSL game in that Selling Lottery's jurisdiction.

Section 10.0 —APPLICABLE LAW

In purchasing a ticket in Maine, the purchaser agrees to comply with and abide by all applicable Maine laws, rules promulgated, procedures, and decisions of the Lottery.

Part III – Special Game Rules: Powerball Power Play

Section 11.0 – Applicability of these Rules

The Part III Power Play Rules are applicable to all Selling Lotteries except as may be controlled by a Selling Lottery's governing jurisdiction statute. The Product Group shall reach an agreement with such lotteries that will permit the operation of the promotion in a manner consistent with statute.

Section 12.0 – Power Play Description

The Powerball Power Play feature is an extension of the Powerball game and is conducted in accordance with the Powerball game rules and other lottery rules applicable to the Powerball game except as may be amended herein. The Powerball Power Play feature will begin at a time announced by the Selling Lottery and will continue until discontinued by the lottery. The feature will offer to the owners of a qualifying play a chance to increase the amount of any of the eight (8) lump sum Set Prizes (the lump sum prizes normally paying \$4.00 to \$1,000,000.00) won in a drawing held during the promotion. The Grand Prize jackpot is not a Set Prize and will not be increased.

Section 13.0 - Qualifying Play

A qualifying play is any single Powerball play for ~~which~~that the player pays an extra dollar for the Power Play option play and which is recorded at the Selling Lottery's central computer as a qualifying play.

Section 14.0 – Prizes To Be Increased

Except as provided in these rules, a qualifying play ~~which~~that wins one (1) of the eight (8) lowest lump sum Set Prizes (excluding the Jackpot) shall be paid as follows:

Match 5 + 0	\$2,000,000. <u>00</u>
Match 4 + 1	\$40,000. <u>00</u>
Match 4 + 0	\$200. <u>00</u>
Match 3 + 1	\$200. <u>00</u>
Match 3 + 0	\$14. <u>00</u>
Match 2 + 1	\$14. <u>00</u>
Match 1 + 1	\$12. <u>00</u>
Match 0 + 1	\$12. <u>00</u>

Section 15.0 – Prize Pool

15.1 Prize Pool. The prize pool for all prize categories shall consist of up to forty-nine and ninety-six one-hundredths percent (49.96%) 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, after the Powerball prize reserve accounts are funded to the amounts set by the Product Group. Any amount remaining in the prize pool at the end of this game shall be returned to all lotteries participating in the prize pool after the end of all claim periods of all Selling Lotteries, carried forward to a replacement game, or expended in a manner as directed by the Product Group in accordance with jurisdiction statute.

15.2 Prize Reserve Accounts. An additional four-one-hundredths of one percent (0.04%) of 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 rollover account or in~~ the Power Play Prize Reserve Rollover Account, for the purpose of paying Power Play prizes one or more prize reserve accounts until the prize reserve accounts reaches the amounts designated by the Product Group.

15.3 Licensee Lotteries. Licensee Lotteries shall adhere to Section 15.2 of these rules unless a different process is approved by the Product Group.

- 15.4 Expected Prize Payout.** Except as provided in these rules, all prizes awarded shall be paid as lump sum set prizes. Instead of the Powerball set prize amounts, qualifying Power Play plays will pay the amounts shown in Section 14.0 of these rules. In certain rare instances, the Powerball 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 Powerball set prize amount of \$10,000.00 becomes \$5,000.00 under the rules of the Powerball game, then a Power Play player winning that prize amount would win \$20,000.00.

Section 16 – Limitations on Payment of Power Play Prizes

- 16.1 Prize Pool Carried Forward.** For Party Lotteries, the prize pool percentage allocated to the Power Play set prizes 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.
- 16.2 Party Lotteries – Pari-Mutuel Prizes – All Prize Amounts.** For Party Lotteries, if the total of the original Powerball set prizes and the Power Play prizes awarded in a drawing exceeds the percentage of the prize pools allocated to the set prizes, then the amount needed to fund the set prizes (including the Power Play prize amounts) awarded shall be drawn from the following sources, in the following order: (i) the amount allocated to the set prizes and carried forward from previous draws, if any; (ii) an amount from the Powerball Set-Prize Reserve Account, if available in the account, not to exceed ~~twenty five million dollars (\$25,000,000)~~ forty million dollars (\$40,000,000.00) per drawing. If, after these sources are depleted, there are not sufficient funds to pay the set prizes awarded (including Power Play prize amounts), then the highest set prize (including the Power Play prize amounts) shall become a pari-mutuel prize. If the amount of the highest set prize, 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, then the next highest set prize, including the Power Play prize amount, shall become a pari-mutuel prize. This procedure shall continue down through all set prizes 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. In rare instances, where the Powerball set prize amount may be funded but the money available to pay the full Power Play prize amount may not be available due to an unanticipated number of winners, the Group may announce pari-mutuel shares of the available pool for the Power Play payment only.
- 16.3 Licensee Lotteries.** Licensee Lotteries shall adhere to Section 16.2 of these rules unless a different process is approved by the Product Group.

Section 17.0 Prize Payment

17.1 Prize Payments. All Power Play prizes shall be paid in one lump sum through the Selling Lottery that sold the winning ticket(s). A Selling Lottery may begin paying Power Play prizes after receiving authorization to pay from the MUSL central office.

17.2 Prizes Rounded. Prizes, ~~which~~ that, under these rules, may become pari-mutuel prizes, may be rounded down so that prizes can be paid in whole dollars. Breakage resulting from rounding these prizes shall be carried forward to the prize pool for the next drawing.

Part IV – Lottery Retail Agents**Section 19.0 – Lottery Retail Agents**

19.1 A lottery retail agent selling Powerball and 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.

19.2 Each lottery retail agent shall receive a commission of five percent (5%) of gross receipts for Powerball and Power Play tickets sold by that lottery retail agent.

19.3 A bonus of \$50,000 will be paid to the lottery retail agent for any winning Grand Prize ticket sold by that lottery retail agent.

19.4 A bonus of \$20,000 will be paid to the lottery retail agent for any single Match 5 + 0 winning ticket sold by that lottery retail agent.

Section 20.0 – Effective Date

20.1 These rules shall become effective for drawings beginning January 18, 2012.

STATUTORY AUTHORITY: 8 M.R.S.A. §374

EFFECTIVE DATE:
July 31, 2004

AMENDED:

August 28, 2005 – filing 2005-297
December 20, 2008 – filing 2008-577

MOVED TO 18-553, BUREAU OF ALCOHOL AND LOTTERY OPERATIONS, AS
CHAPTER 20: June 29, 2010

REPEALED AND REPLACED:
January 15, 2012 – filing 2011-471