

**Chapter 50: LUCKY FOR LIFE GAME RULES**

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**PART I – ADMINISTRATION**

**Section 1.0**

The following game rules govern the operation of the “Lucky for Life” game described herein (the “Game”). These rules apply unless otherwise inconsistent with the constitutional provisions, statutes, regulations and rules of each Party Lottery jurisdiction (herein after collectively referred to as “state laws”).

- 1.1** The Connecticut Lottery Corporation, the Maine State Liquor & Lottery Commission, the Massachusetts State Lottery Commission, the New Hampshire Lottery Commission, the Rhode Island Division of State Lottery and the Vermont Lottery Commission (hereinafter the “New England Lotteries”) are offering the Game for sale. In addition to the “New England Lotteries”, other lotteries may, from time to time, offer the Game in their respective jurisdictions (collectively the “Licensee Lotteries”).

The New England Lotteries and the Licensee Lotteries are together referred to as the “Party Lotteries” or individually as a “Party Lottery”.

- 1.2** The purpose of the “Lucky for Life” game is to generate revenue for the Party Lotteries through the operation of a multi-jurisdictional lottery game that will award prizes to Game Ticket holders matching specified combinations of numbers randomly-selected in regularly scheduled drawings.
- 1.3** The Game shall commence sales by any one of the Party Lotteries no sooner than January 25, 2015 and shall continue until terminated. Upon a decision to terminate the Game in a particular jurisdiction, the Party Lottery shall publicly announce a termination date. The first drawing for the Game shall be held no sooner than January 29, 2015.

**PART II – LUCKY FOR LIFE GAME RULES**

**Section 2.0 – DEFINITIONS**

- 2.1** “Advance Action” or “Multi Draw” shall mean the type of betting in which wagers may be placed for future Game drawings as available in each Party Lottery.
- 2.2** “Agreement” shall mean the “Lucky for Life Game Regional Agreement”.
- 2.3** “Annuitized Payment Option” shall mean a manner in which the Game’s Top prize or second prize may be paid in equal payments or installments. The Annuitized Payment Option shall be calculated on an annual basis. The schedule of payments shall be at each

Party Lottery's discretion

- 2.4** ~~(i) “Cash Option” shall mean the manner in which the Game’s Top Prize or second prize (also referred to as “Prize Level #2”) may be paid upon the Winner’s request in one (1) single cash payment as an alternative to the Annuitized Payment Option.~~
- ~~(ii) “Lump Sum Cash” shall mean a manner in which the Game’s Top Prize or second prize is required to be paid in one (1) single cash payment when the liability limit is exceeded and no Annuitized Payment Option is available, as detailed in Part VII of these rules.~~
- 2.5** “Claimant” or “Winner” shall mean any natural person or legal entity submitting a winning Game Ticket within the required prize claim period. A Claimant may be the purchaser, the natural person or legal entity named on the back of a signed Game Ticket, the bearer of an unsigned Game Ticket, or any other natural person or legal entity who may seek entitlement to a prize payment in accordance with each Party Lottery’s constitutional provisions, statutes, regulations and rules (herein after collectively referred to as “state laws”). No Claimant may assert rights different from the rights acquired by the original purchaser at the time of purchase.
- 2.6** “Clearinghouse Lottery” shall refer to the Party Lottery or other duly authorized entity who is responsible for collecting and transferring prize payouts on behalf of all Party Lotteries.
- 2.7** “Directors” shall mean the governing body of the Game which is comprised of the Executive Director, Director or Chief Executive Officer or his or her designee from each participating Party Lottery.
- 2.8** “Drawing” shall mean the formal process of selecting winning numbers which conclusively determines the number of winners for each prize level of the Game.
- 2.9** “Expired Unclaimed Prize Fund” shall mean the value of the prizes which remain unclaimed after the prize claim period expires.
- 2.10** “Finance & Operations Committee” “The Game’s Finance & Operations Committee”, or other committee designated by the Directors shall mean the committee established by the New England Directors to oversee matters of finance and operations including, but not limited to, transfer and collection of funds, establishment of operating expenses, investment of prize reserves and acquisition of annuities for the operation and administration of the Game.
- 2.11** “Game Play(s)” shall mean that area of the play slip, also known as a “board” or “panel”, which contains two sets of numbered squares to be marked by the player: the first set (Matrix 1) contains forty-eight (48) squares, numbered one (1) through forty-eight (48) inclusive; the second set (Matrix 2) contains eighteen (18) squares, numbered one (1) through eighteen (18) inclusive.

- 2.12** “Game Ticket” or “Ticket” shall mean an acceptable evidence of Game Play which represents a wager accepted by the Terminal Gaming System of a Party Lottery meeting the specifications defined in these rules.
- 2.13** “Gaming System” shall mean the computer wagering system or internet-based sales system (iLottery) used by a Party Lottery to issue and validate Game Tickets.
- 2.14** “Lead Director” shall refer to the Party Lottery Director appointed by the Directors by majority vote for a period not to exceed one fiscal year. The Lead Director shall have certain administrative duties, as designated by the Directors. The Lead Director shall also have primary responsibility for negotiating and managing policy decisions of the Directors but shall have no independent power or authority over any other Party Lottery Director.
- 2.15** “Liability Limit” shall mean a pre-established threshold, as determined in advance by the New England Lottery Directors, for paying the Top Prize, second prize and third prize claims, as set forth more fully in Part V of these rules.
- 2.16** “Lottery Game” or “Draw Game” shall mean a lottery game for which wagers are accepted by the Terminal Gaming System of a Party Lottery.
- 2.17** “Lucky Ball” shall mean the number selected from the second set of numbers (Matrix 2) in each Game drawing.
- 2.186** “Lucky for Life Authorized Claim Center” shall mean a Party Lottery’s Sales Retailer, High-Tier Claim Center or Headquarters where a winning Game Ticket can be validated or cashed.
- 2.19** “Lump Sum Cash” shall mean a manner in which the Game’s Top Prize or second prize is required to be paid in one (1) single cash payment when the liability limit is exceeded and no Annuitized Payment Option is available, as detailed in Part V of these rules.
- 2.20** “Maine Lottery” or “the Lottery” means the Bureau of Alcoholic Beverages and Lottery Operations.
- 2.21** “Minor” shall mean a person under the age of 18 years.
- 2.22** “Party Lottery” shall mean a state lottery which is authorized to sell the “Lucky for Life” game.
- 2.7** ~~“Sales Retailer” or “Sales Agent” shall mean a natural person or legal entity licensed and/or authorized by the Party Lottery to sell and redeem Game Tickets.~~
- 2.8** ~~“Drawing” shall mean the formal process of selecting winning numbers which conclusively determines the number of winners for each prize level of the Game.~~
- 2.9** ~~“Game Play(s)” shall mean that area of the play slip, also known as a “board” or “panel”,~~

- ~~which contains two sets of numbered squares to be marked by the player: the first set (Matrix 1) contains forty eight (48) squares, numbered one (1) through forty eight (48) inclusive; the second set (Matrix 2) contains eighteen (18) squares, numbered one (1) through eighteen (18) inclusive.~~
- 2.10** ~~“Game Ticket” or “Ticket” shall mean an acceptable evidence of Game Play which represents a wager accepted by the On Line Gaming System of a Party Lottery meeting the specifications defined in these rules.~~
- 2.11** ~~“Liability Limit” shall mean a pre-established threshold, as determined in advance by the New England Lottery Directors, for paying the Top Prize, second prize and third prize claims, as set forth more fully in Part V of these rules.~~
- 2.12** ~~“Lucky Ball” shall mean the number selected from the second set of numbers (Matrix 2) in each Game drawing.~~
- 2.13** ~~“Clearinghouse Lottery” shall refer to the Party Lottery or other duly authorized entity who is responsible for collecting and transferring prize payouts on behalf of all Party Lotteries.~~
- 2.14** ~~“Directors” shall mean the governing body of the Game which is comprised of the Executive Director, Director or Chief Executive Officer or his or her designee from each participating Party Lottery.~~
- 2.15** ~~“Lead Director” shall refer to the Party Lottery Director appointed by the Directors by majority vote for a period not to exceed one fiscal year. The Lead Director shall have certain administrative duties, as designated by the Directors. The Lead Director shall also have primary responsibility for negotiating and managing policy decisions of the Directors but shall have no independent power or authority over any other Party Lottery Director.~~
- 2.16** ~~The Game’s Finance & Operations Committee”, “Finance & Operations Committee” or other committee designated by the Directors shall mean the committee established by the New England Directors to oversee matters of finance and operations including, but not limited to, transfer and collection of funds, establishment of operating expenses, investment of prize reserves and acquisition of annuities for the operation and administration of the Game.~~
- 2.17** ~~“On Line Lottery Game” or “Draw Game” shall mean a lottery game for which wagers are accepted by the On Line Gaming System of a Party Lottery.~~
- 2.18** ~~“On Line Gaming System” shall mean the computer wagering system or internet based sales system used by a Party Lottery to issue and validate Game Tickets.~~
- 2.19** ~~“Party Lottery” shall mean a state lottery which is authorized to sell the “Lucky for Life” game.~~

- 2.2320** “Play” “Bet” or “Wager” shall mean the six (6) numbers (the first five (5) from a field of forty-eight (48) numbers ~~inclusive~~ and one (1) Lucky Ball number from a field of eighteen (18) numbers ~~inclusive~~) that appear on a Game Ticket as a single-lettered play, board or panel, and are played by a Player in the Game.
- 2.241** “Play Slip” or “Selection Slip”, or “Bet Slip” shall mean a card used in marking a Player’s Game Plays or Wagers.
- 2.2522** “Player” or “Purchaser” shall mean a natural person(s) or legal entity who buys ~~Game~~ Tickets in accordance with these rules and state laws.
- 2.263** “Prize Fund” or “Prize Fund Percentage” shall mean the portion of the Game’s ~~s~~ sales set aside for the payment of prizes.
- 2.274** “Quick Pick”, ~~“Quick Pic”~~, “Computer Pick” or “Easy Pick” shall mean the random selection of six (6) numbers resulting in a Wager accepted by a Party Lottery’s ~~On-Line~~ Terminal Gaming System.
- 2.28** “Sales Agent” or “Sales Retailer” shall mean a natural person or legal entity licensed and/or authorized by the Party Lottery to sell and redeem Game Tickets.
- 2.295** “Selling Lottery” shall mean the Party Lottery which sold a winning Game Ticket.
- 2.3026** “Set Prize” shall mean a pre-determined prize payout which is paid in a single cash payment. Set prizes shall apply to the lowest eight (8) prize levels. They may also apply, however, to the Top Prize and second prize under certain conditions, as set forth more fully in Part V of these rules.
- 2.3127** “Split Prize” shall mean a pre-determined set prize payout that is divided equally among the number of winning Game Tickets of the prize level. Split prizes shall only apply to the Game’s Top Prize, the Prize Level #2 and Prize Level #3 Winners under certain conditions, as set forth more fully in Part VII Paragraph A of these rules.
- 2.3228** “Subscription Ticket” or “Season Ticket” shall mean a ticket sold with an extended, multi-draw purchase option wherein the same set(s) of numbers may be played for a specified number of consecutive drawings. The subscription ticket shall be effective on a future date as prescribed by the governing laws, policies and rules of the Party Lottery offering the subscription option.
- 2.3329** “Terminal” shall mean a device for selling Lottery Game Tickets including, but not limited to, ~~Player Activated Terminals (PATs), Self Service Terminals (SSTs) and Ticket Vending Machines (TVMs), authorized to function in an on line, interactive mode with the On-Line Gaming System for the purpose of issuing and validating lottery transactions.~~ Retailer Terminals and Self-Service Terminals (“SSTs”) that operate in conjunction with the Terminal Gaming System to issue and /or validate lottery transactions. SSTs may include, but shall not be limited to, Player Activated Terminals (“PATs”) and Ticket Vending Machines (“TVMs”).

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

**2.350** “Top Prize” or “Grand Prize” shall mean the Game’s first prize.

**2.31** ~~“Expired Unclaimed Prize Fund” shall mean the value of the prizes which remain unclaimed after the prize claim period expires.~~

**2.362** “Winning Numbers” shall mean the six (6) numbers (the first five (5) numbers from Matrix 1 and the one (1) Lucky Ball number from Matrix 2-) that are randomly selected at each Drawing and used to determine the winning plays contained on a Game Ticket.

### PART III – DRAWING PROCEDURES

The New England Lottery Directors shall establish the drawing procedures for the Game Drawings, including a drawing problem resolution mechanism. All Drawings shall be open to the public and shall be witnessed by an Independent Certified Public Accounting Firm. Any equipment used in a Drawing shall be inspected at least annually and in the presence of an Independent Certified Public Accounting Firm. All Drawings, including pre and post-test drawings, shall be recorded unless technical issues prevent this from occurring.

### PART IV – GAME DESCRIPTION AND CHARACTERISTICS

**4.0 Game Designation.** For purposes of identification, the Game shall have a designated game number in the ~~On-Line~~ Gaming System.

**4.1 Game Design.** The Game is a double matrix-style game, drawn ~~daily~~each Monday and Thursday~~Sunday through Saturday~~, in which ~~P~~players select five (5) unique numbers in the Matrix 1 from one (1) to forty-eight (48) inclusive PLUS one (1) Lucky Ball number in the Matrix 2 from one (1) to eighteen (18) inclusive. The additional number may be the same as one of the first five numbers selected by the Player.

**4.2 Game Purchases.** Game Tickets must be purchased from a Terminal operated by a licensed Sales Retailer, a Player Activated Terminal (if available) by using a touch screen or by inserting a Selection Slip, ~~-a~~ lottery subscription system (if ~~-available~~), or ~~such~~ other means as approved by a Party Lottery.

**4.3 Ticket Format.** Game Tickets shall include, but not be limited to, the ~~P~~player’s number selections, Game logo or Game name, ticket cost, terminal number, barcode, quick pick (if selected), replay (if selected), serial number and Drawing date. Advance Action tickets shall visibly show the beginning and ending Drawing dates. Game Tickets may also include the selling date, time stamp and any information required by a Party Lottery’s state laws pertaining to the validation of Game Tickets.

#### 4.4 Ticket Price

**4.4.1 Uniform Price.** Each Game Ticket shall be sold at retail for the price set in these

## Game Rules.

- 4.4.2 Taxes.** The Game Ticket price shall include all the applicable taxes which a Party Lottery may be required to collect.
- 4.4.3 Cost Per Play.** Game Tickets may be purchased for two dollars (\$2.00) per ~~P~~play, or multiples thereof, in accordance with these Game ~~R~~rules. The Player receives one (1) ~~P~~play for each two dollar (\$2.00) Wager.
- 4.4.4 Promotions.** Promotions shall mean marketing or advertising intended to increase sales of the Game Tickets (excluding Subscription Tickets or Advance Action) through a discount or rebate. A Party Lottery may offer Game Tickets through promotions without approval of the other Party Lotteries, for a period not to exceed ninety (90) days in any six (6) month period as long as advance notification of five (5) days is provided to all Party Lotteries of the terms and dates of the promotional offering.
- 4.4.5 Tickets as Prizes.** A Party Lottery may offer Game Tickets as a prize in any other lottery game after advising all Party Lotteries of the terms and dates of such action.
- 4.4.6 Contribution to Prize Pool.** The Party Lottery may offer Game Tickets as a prize or as part of an authorized promotion provided that all such Game Ticket sales are assessed and reported to the prize pool at the full gross sales amount.

## 4.5 Play Restrictions and Play Styles

- 4.5.1 Ticket Sales to Minors Prohibited.** Game Tickets may not be sold to or purchased by minors under the age of 18 years.
- 4.5.2 Ticket Cashing by Minors.** Subject to the state laws of each Party Lottery, Game Tickets may not be cashed or redeemed by ~~M~~minors under the age of eighteen (18) years.
- 4.5.3 Ineligible Players.** Game Tickets shall not be purchased, and a prize won by any such Game Ticket or share, either in whole or in part, shall not be paid to:
  - 4.5.3.1** A Party Lottery officer, ~~director~~Director, board member or commissioner.
  - 4.5.3.2** A contractor or consultant under agreement with any Party Lottery to perform audit and security procedures.
  - 4.5.3.3** An employee of the independent certified public accounting firm under contract with any New England Lottery to oversee Game Drawings.



**4.5.3.4** An employee of the Party Lottery's ~~on-line~~Gaming System vendor.

**4.5.3.5** An employee of the Party Lottery's advertising or public relations provider.

**4.5.3.6** An employee of the Party Lottery's instant ticket print vendors.

**4.5.3.7** An immediate family member (parent, stepparent, child, stepchild, spouse, sibling or person engaged in a domestic partnership or civil union) of an individual described in this section residing as a member of the same household in the principle place of residence of any such person.

**4.5.3.8** Any of the persons set forth in 8 M.R.S.A. Section 381.

**4.6 Ticket Cancellations Prohibited.** A Game Ticket may not be cancelled or voided by returning the Game Ticket to the Sales Retailer or to a Party Lottery. A Game Ticket accepted by the Sales Retailer as a returned ticket and that cannot be resold shall be deemed as owned by the bearer thereof. This prohibition also applies to a Game Ticket that may be printed in error by the Sales Retailer. Subject to the state laws of each Party Lottery, no Game Ticket, or physical portion thereof, which may be used to claim a prize, shall be returned to any Party Lottery for credit.

**4.7 Game Sell-Out Prohibited.** A Party Lottery shall not directly and knowingly sell a Game Ticket or combination of Game Tickets to any natural person or legal entity that would guarantee such Purchaser a Top Prize or second prize win.

**4.8 Claims.** A Game Ticket, subject to the validation requirements of the Party Lotteries as detailed in Section ~~4.225.2~~ of these rules, shall be the only proof of a Game Play (or plays) and the submission of a winning Game Ticket to a Party Lottery or its Sales Retailer shall be the sole method of claiming a prize or prizes. A ~~P~~play ~~S~~slip has no pecuniary or prize value and shall not constitute evidence of Game Ticket purchase or of numbers selected. Under no circumstances will a claim be paid for a Top Prize or a second prize without a winning Game Ticket. Subject to the state laws of each Party Lottery, lost or missing Game Tickets may not be honored or processed for payment or replacement.

**4.9 Use of Play Slips.** Players may submit a completed ~~“~~Play Slip to any licensed Sales Retailer to have ~~issued~~ a Game Ticket issued. Play slips shall be available at no cost to the Purchaser and shall have no pecuniary or prize value, or constitute evidence of purchase or number selections. The use of facsimiles of Play Slips, copies of Play Slips, or other materials that are inserted into the ~~T~~terminal's Play Slip reader that are not printed or approved by the Party Lottery are not permitted. Sales Retailers shall not permit any device to be connected to a ~~-~~Terminal to enter Plays, except as approved by its Party Lottery.

**4.10 Manual Entry.** Players may convey their number selections to any licensed Sales



Retailer to obtain a Game Ticket. Such number selections shall be manually entered into the Terminal by the licensed Sales Retailer.

- 4.11 Quick Pick.** Players may either request a Quick Pick Game Ticket from a licensed Sales Retailer or may select the Quick Pick option on the Play Slip and submit the completed Play Slip to any licensed Sales Retailer. Quick Pick shall be differentiated from Customer Select in that Quick Pick shall refer to the random selection of numbers made by the ~~On-Line~~ Gaming System rather than by the Player.
- 4.12 Customer Select.** Players may select their own numbers by completing a Play Slip or by conveying their number selections directly to any licensed Sales Retailer. Customer Select shall be differentiated from Quick Pick in that Customer Select shall refer to number selections made by the Player rather than the ~~On-Line~~ Gaming System.
- 4.13 Replay Feature.** If available, Players may utilize the barcodes of already-purchased Game Tickets to duplicate another Game Ticket of the same price and with the same number selections and options. To replay, Players may either make the request of a licensed Sales Retailer or may scan the barcode directly into a Player Activated or Self-Service Terminal, if authorized.
- 4.14 Advance Action or Multi-Draw.** Game Tickets may be purchased for future Drawings, as available in a Party Lottery jurisdiction.
- 4.15 Subscriptions or Season Tickets.** Game Tickets may be purchased by subscription, if authorized by a Party Lottery jurisdiction.
- 4.16 Limited to Highest Prize Won.** In connection with the winning numbers drawn, the holder of a winning<sup>22</sup> Game Ticket may win only one (1) prize per play, board or panel, and shall be entitled only to the prize won by those numbers in the highest matching prize category.
- 4.17 Prize Claim Period.** All prize claims including the top prize shall be made within one (1) year after the ~~D~~rawing date.
- 4.18 Player Responsibility.** It shall be the Player's sole responsibility to verify the accuracy of the Game Play (or Plays) and the other data printed on the Game Ticket. The placing of ~~W~~wagers is done at the Player's own risk through the Sales ~~Retailer~~Agent.
- 4.19 Prize Payments.** A Party Lottery may not pay prizes that are less than or more than the prize amounts established in accordance with these rules. The prize won cannot be indirectly increased by promotions or ~~Retailer-Sales Agent~~ activity.
- 4.194.20 Group Win of Top Prize or Second Prize.** If more than one (1) natural person claims a single Top Prize or second prize Game Ticket, the claim shall only be paid in a single Lump Sum Cash Payment. No Annuitized payment option shall be available.

**4.204.21 Expired Unclaimed Prizes.** Prizes which are unclaimed for a period of one (1) year after the Drawing date on the Game Ticket revert to the expired unclaimed prize pool to be distributed to players in the form of special promotions or Drawings.

**4.214.22 Ticket Validation.**

**4.21.1 4.22.1 General Requirements for Validation.** To be a valid ticket and eligible to receive a prize, a ticket shall satisfy all the requirements established by the Party Lotteries for validation of winning tickets sold through its -On-Line Gaming System as set forth in Section 4.221.2 of these rules and any other validation requirements adopted by the New England Lotteries.

**4.21.2 4.22.2 Specific Requirements for Validation of Tickets Sold in Maine.** To be a valid ticket and eligible to receive a prize, all the following requirements must be satisfied:

**4.21.2.1 4.22.2.1** 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.

**4.21.2.2 4.22.2.2** 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.

**4.21.2.3 4.22.2.3** The information appearing on the ticket must correspond precisely with the party Lottery's computer record.

**4.21.2.4 4.22.2.4** 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.

**4.21.2.5 4.22.2.5** 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.

**4.21.2.6 4.22.2.6** 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.

**4.21.2.7 4.22.2.7** The ticket must be intact, fully legible, complete and not miscut, correspond to the data on file at the Lottery in every respect.

~~4.21.2.8~~ 4.22.2.8 The ticket must pass all other security criteria determined by ~~BABLO~~ the Maine Lottery and the Party Lotteries.

~~4.21.2.9~~ 4.22.2.9 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.

~~4.21.2.10~~ 4.22.2.10 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 Sales Agent from whom the ticket was purchased.

~~4.21.2.11~~ 4.22.2.11 In the event that a ticket fails to pass all the criteria set forth in Section ~~4.22.1.2~~ of these rule, 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 ~~director~~ Director shall be final and binding. If the ~~director~~ Director determines that the ticket is not eligible to receive a prize, then the ~~director~~ Director may, at the ~~director~~ 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.

## PART V – PRIZE LIABILITY LIMITS, PRIZE PAYOUTS AND PRIZE LEVELS

The following paragraphs and chart define the prize liability limits, prize payouts, prize levels and pool percentages and chances of winning per prize level.

### 5.0 Prize Liability Limits. There are 10 prize levels in the Game.

**5.0.1** Except as provided in these rules, the Top Prize (Prize Level #1) shall be annuitized and based on a Top Prize liability that will be split equally among the number of winning Game Tickets. A Top Prize Winner may request the Cash Option, the amount of which is to be established by the New England Lotteries for a defined period of Drawings. Notice of the amount of and changes to the Cash Option shall be posted on the Game's website and/or published in each Party Lottery jurisdiction in a manner determined by that Party Lottery (hereinafter referred to as the "Published Notice") at least thirty (30) days prior to the first Drawing to which it is applicable. Under certain circumstances, as detailed below, the Top Prize is required to be paid in a single Lump Sum Cash Payment and no Annuitized Payment Option is available.

**5.0.1.1 One (1) Top Prize Winner.** If there is one (1) Top Prize winner, the annuitized prize value will be seven thousand dollars (\$7,000) per week for life. As an alternative to the Annuitized Payment Option, the Top Prize Winner may request the Top Prize Cash Option in the amount set forth in the Published Notice.

**5.0.1.2 Two (2) to Fourteen (14) Top Prize Winners.** If there are between two (2) and -fourteen (14) Top Prize Winners, the Annuitized Payment Option, based on an -annuitized prize value of seven thousand dollars (\$7,000.00) per week, will be divided by the total number of Top Prize winners. The minimum annuitized prize value for this category will be five hundred dollars (\$500.00) a week for life. Any of these two (2) to fourteen (14) Top Prize Winners may choose the Cash Option as an alternative to the Annuitized Payment Option. The amount of the Cash Option for this category will be the amount of the Top Prize Cash Option set forth in the Published Notice divided by the total number of Top Prize Winners. The minimum Cash Option for this category will be the amount set forth in the Published Notice.

**5.0.1.3 Fifteen (15) or more Top Prize Winners.** If there are fifteen (15) or more Top Prize Winners, the Top Prize liability shall be capped at seven million one hundred twenty-five thousand dollars (\$7,125,000.00), shall be split equally among all Top Prize Winners, and paid in one (1) Lump Sum Cash payment, without an Annuitized Payment Option. The minimum prize value for this category shall not be less than any lower tier prize paid in that respective Drawing.

**5.0.1.4 Claiming the Top Prize.** The Winner(s) of the Top Prize who do not request the Cash Option shall be paid their appropriate Top Prize share on an annual or semi-annual basis for a minimum period of twenty (20) years. Upon receipt of the claim form and the ticket by the Maine ~~State~~-Lottery, a five (5) working day processing period will be initiated. During the five (5) day processing period, the ticket holder(s) may add or substitute other persons as co-holders of a winning ticket. This request must be a written, notarized request from the original holder(s) to the Maine ~~State~~-Lottery office. After the five (5) day processing period has been completed, the Maine ~~State~~-Lottery will pay the Top Prize Winner. Subsequent Top Prize payments will be made annually or semi-annually thereafter as determined by the person claiming the Top Prize.

**5.0.1.5 Measuring Life.** For a single Wager, the measuring life of a Top Prize Winner used to determine the duration over which the Top Prize is paid, shall be the natural life of the individual determined by the Selling Lottery to be a Top Prize winner. If the Top Prize under a single wager is being claimed by more than one (1) natural person or by a legal entity, the measuring life for a Top Prize winner shall be twenty (20) years.

**5.0.1.6** If paid in a Lump Sum Cash Payment, Top Prize amounts will be rounded to the nearest whole dollar.

**5.0.2** Except as provided in these rules, the second prize (Prize Level #2) Winner will be paid twenty-five thousand dollars (\$25,000.00) a year for life. A second prize winner may request the Cash Option, the amount of which is to be established the

New England Lotteries for a defined period of Drawings. Notice of the amount of and changes to the Cash Option shall be posted on the Game's website and/or ~~published~~ by each Party Lottery's Public Notice ~~(hereinafter referred to as the "Published Notice") at least thirty (30) days prior to the first drawing to which it is applicable.~~ Under certain circumstances, as detailed below, the second prize is required to be paid in a single Lump Sum Cash payment and no Annuitized Payment Option is available.

**5.0.2.1** One (1) to Twenty (20) Second Prize Winners. If there are between one (1) and twenty (20) second prize Winner(s), the annuitized prize value will be twenty-five thousand dollars (\$25,000.00) per year for life. Any of these one (1) to twenty (20) second prize winner(s) may choose the second prize Cash Option as an alternative to the Annuitized Payment Option. The amount of the Cash Option for this category will be set forth in the Published Notice.

**5.0.2.2** Twenty-one (21) or more Second Prize Winners. If there are twenty-one (21) or more second prize Winners, the second prize liability shall be capped at nine million four hundred thousand dollars (\$9,400,000.00) and shall be split equally among all second prize Winners and paid in a single Lump Sum Cash payment, without an Annuitized Payment Option. The minimum prize value for this category shall not be less than any lower tier prize paid in that respective Drawing.

**5.0.2.3** The Winner(s) of the second prize who do not request the Cash Option shall be paid their appropriate second prize share on an annual basis for a minimum period of twenty (20) years. Upon receipt of the claim form and the ticket by the Maine ~~State~~-Lottery, a five (5) working day processing period will be initiated. During the five (5) day processing period, the ticket holder(s) may add or substitute other persons as co-holders of a winning ticket. This request must be a written, notarized request from the original holder(s) to the Maine ~~State~~-Lottery office. After the five (5) day processing period has been completed, the Maine ~~State~~-Lottery will pay the second prize. Subsequent second prize payments will be made annually thereafter.

**5.0.2.4** Measuring Life. For a single Wager, the measuring life of a second prize Winner used to determine the duration over which the second prize is paid, shall be the natural life of the individual determined by the Selling Lottery to be a second prize Winner. If the second prize under a single Wager is being claimed by more than one (1) natural person or by a legal entity, the measuring life for a second prize winner shall be twenty (20) years.

**5.0.2.5** If paid in a Lump Sum Cash payment, second prize amounts will be rounded to the nearest whole dollar.

- 5.0.3** Except as provided in these rules, the third prize (Prize Level #3) will be paid as a five thousand dollar (\$5,000.00) set prize. If there are more than one thousand (1,000) Winners of this prize level in a single Drawing, the total prize liability of five million dollars (\$5,000,000.00) (\$5,000.00 x 1,000) will be split equally among the Winners. Under no circumstances, however, will the third prize fall below a minimum prize value of two hundred dollars (\$200.00) per Winner regardless of the number of Winners. Third prizes will be rounded to the nearest whole dollar and paid in a single cash payment.
- 5.0.4** The remaining prize levels (Prize Level #4 through Prize Level #10) will be paid as low-tier set prizes. Prizes will be rounded to the nearest whole dollar and paid in a single cash payment.
- 5.1 Entitlement to Prizes by Winners.** The holder of a winning Game Ticket shall be entitled only to the prize won by matching the winning numbers in the highest matching prize category.
- 5.2 Payment of Prizes.** All winning Game Tickets, including the Top Prize and second prize, shall be paid in accordance with these rules and state laws. Each Party Lottery shall withhold taxes and other required withholdings in accordance with applicable federal and state laws. To be a valid Game Ticket and eligible to receive a prize, a winning Game Ticket shall satisfy all the requirements established for the validation of winning Game Tickets sold through each Party Lottery's ~~On-Line~~ Gaming System and any other requirements adopted by the New England Directors. Party Lotteries shall not be responsible for Game Tickets which are altered in any manner.
- 5.2.1 Top Prize and second prize Payments.** Except in the case of a Cash Option payment or a Lump Sum Cash payment paid in accordance with these rules, annuitized prize payments shall be made for the measuring life of Top Prize or second prize Wwinner. All annuitized payments shall be made for a minimum of twenty (20) years. The measuring life as defined in Sections 5.0.1.5 and 5.0.2.4 of these rules shall be determined at the time the Top Prize or second prize is claimed. In the event that annuitized prize payments are assigned, if allowable under state law, or assigned by a court order, the measuring life at the time the Top Prize was claimed shall not change and limit or extend the number of annuitized payments due any assignee, court-ordered or otherwise. In the event of the death of a Top Prize or second prize Winner during the annuity payment period, the Selling Lottery, with the approval of the New England Lotteries, upon petition of the estate of the lottery winner (the "Estate") to the Lottery jurisdiction in which the deceased Lottery winner purchased the winning Game Ticket, and subject to a Party Lottery's state laws, may accelerate the payment of all the remaining Lottery proceeds to the Estate.
- 5.2.1.1** If the annuitant dies during the annuity payment period but before the guaranteed prize has been paid, the Estate shall receive the remaining payments equal to the minimum guaranteed prize.

**5.2.1.2** If the annuitant dies during the annuity payment period but after the minimum guaranteed prize has been paid, all payments shall stop.

**5.2.2 Low-Tier Set Prize Payments.** All low-tier set prizes (all prizes except the Top Prize and second prize) shall be paid in one (1) single cash payment through the Selling Lottery that sold the winning Game Ticket(s). Prizes shall be rounded to the nearest whole dollar. A Selling Lottery may begin paying low-tier cash prizes after receiving authorization to pay from the Clearinghouse Lottery.

**5.3 Statistical Information.** The following table details the Game's statistical information.

**Odds of Winning, Prize Payouts and Prize Funding as a Percentage of Sales**

<b>Prize Level</b>	<b>Matches Matrix #1 (5 of 48)</b>	<b>Matches Matrix #2 (1 of 18)</b>	<b>Odds of Winning 1/</b>	<b>Prize</b>	<b>% Sales</b>
1	5	1	30,821,472.000	\$7,000/Week for Life*	10.2201%
2	5	0	1,813,027.765	\$25,000/Year for Life*	11.6380%
3	4	1	143,355.684	\$5,000*	1.7439%
4	4	0	8,432.687	\$200	1.1859%
5	3	1	3,413.231	\$150	2.1973%
6	3	0	200.778	\$20	4.9806%
7	2	1	249.749	\$25	5.0050%
8	2	0	14.691	\$3	10.2103%
9	1	1	49.950	\$6	6.0060%
10	0	1	32.019	\$4	6.2463%
				<b>Total Payout</b>	<b>59.4335%</b>

**Average Chance of Winning: 1 in 7.769**

\*Prize amounts may be split if there are multiple Winners, in accordance with the provisions established in Section 5.0 of these rules. Split prizes may be lower than the published prize amounts.

**PART VI – DISPUTES**



In the event a dispute between a Selling Lottery and a Game Ticket bearer occurs as to whether the Game Ticket is a winning ticket, and if the ticket prize is not paid, the Selling Lottery may, solely at its option and in its discretion, reimburse the Game Ticket bearer the purchase price of the Ticket. This shall be the Game Ticket bearer's sole and exclusive remedy.

## **PART VII – APPLICABLE LAW**

In purchasing a Game Ticket, the following provisions apply:

- 7.0** The Purchaser agrees to comply with and abide by the Selling Lottery's state laws and final decisions, as well as rules established for the conduct of the Game.
- 7.1** Decisions made by the Selling Lottery Director/Commissioner, including the declaration of prizes, the payment thereof, and the interpretation of these rules, shall be final and binding on all Purchasers and on every person making a claim in respect thereof. In the event of conflict, however, between these rules and the applicable Selling Lottery's state laws, the applicable Selling Lottery's state laws shall control.
- 7.2** All claims or litigation relating to Game Tickets and/or prizes (i) shall be subject to and resolved according to the state laws of the Selling Lottery wherein the Game Ticket was purchased; (ii) must be litigated in said state of such purchase; and (iii) can only be brought against the Selling Lottery in the jurisdiction where such Game Ticket was purchased. Nothing in the Rules or this Part waives any defense, legal or equitable, available to Selling Lottery, including sovereign immunity.

## **PART VIII – LOTTERY RETAIL AGENTS**

- 8.0** A lottery ~~retail~~-Sales Agent selling Lucky for Life tickets shall comply with all applicable Maine laws, administrative rules promulgated by the Lottery, and procedures and decisions of the Lottery as well as all applicable Lucky for Life rules, regulations and requirements.
- 8.1** Each Lottery ~~retail~~-Sales Agent shall receive a commission of five percent (5%) of gross receipts for Lucky for Life tickets sold by that Agent.
- 8.2** A bonus of \$50,000 will be paid to the Lottery Retail Agent for any winning Top Prize ticket sold by that lottery retail agent.
- 8.3** A bonus of \$250 will be paid to the Lottery Retail Agent for any single Match 5 + 0 winning ticket sold by that lottery retail agent.

## **PART IX – Effective Date**

- 9.0** These rules shall become effective for the drawing of July 18, 2021 ~~January 27, 2015~~.

STATUTORY AUTHORITY: 8 M.R.S.A. §374 and 8 M.R.S.A. §372 sub-§2

EFFECTIVE DATE: April 7, 2012 – filing 2012-96

AMENDED:

August 30, 2014 – filing 2014-206

May 10, 2015 – filing 2015-083