DEPARTMENT OF REVENUE
Lottery Commission

LOTTERY RULES AND REGULATIONS

1 CCR 206-1

[Editor's Notes follow the text of the rules at the end of this CCR Document]

AMENDED RULE 1 - DEFINITIONS

BASIS AND PURPOSE FOR AMENDED RULE 1

The purpose of Amended Rule 1 of the Colorado Lottery Commission is to present definitions of various terms used throughout Colorado Lottery rules, so that said rules can be uniformly applied and understood. The statutory basis for Rule 1 is found in C.R.S. 24-35-208 (1) (a) and (2) and 24-35-201 (5).

1.1 GENERAL RULES AND REGULATIONS

These Rules and Regulations are adopted by the Colorado Lottery Commission governing the establishment and operation of the Colorado Lottery pursuant to the authority provided by Part 2, Article 35, Title 24, C.R.S.

1.2 Definitions

Unless the context in these Rules and Regulations otherwise requires:

A. "Act" or "Law" means Part 2, Article 35, Title 24, C.R.S.

B. "Activation" means the process used by retailers to make a book of bar coded Scratch tickets active or available for sale on the Lottery's computer.

C. "Advance Play" means the ability to purchase tickets for more than one drawing with the first draw of the purchase being the current open draw.

D. "Bar Code Reader" means the computer hardware used by retailers to read bar coded information on scratch tickets.

E. "Certified Drawing" means a drawing which complies with all requirements of C.R.S. 24-35-208(2)(d).

F. "Claims Center" means any location designated by the Director where a person may file a claim for any Lottery game prize.

G. "Commission" means the Colorado Lottery Commission established under the Act.

H. "Director" means the Director of the State Lottery Division.

I. "Division" means the State Lottery Division and any employee thereof, including the Director.

J. "Draw Break" means the period of time sales activity is suppressed and during which no Jackpot tickets may be sold or purchased or validated for the suppressed game(s).
K. "Drawing" means the procedure by which a random selection process, such as a selection of digits, numbers or symbols, is conducted in accordance with the rules of the game as set forth in Specific Game Playing Rules.

L. "Drawing Sales Period" means the period of time between ticket sales activation (during which Jackpot tickets may be sold, purchased and validated) and the draw break.

M. "Duplicate Ticket" means a ticket produced by photograph, xerography or any other method other than generation by a Jackpot terminal.

N. "Executive Director" means the Executive Director of the Colorado Department of Revenue.

O. "Game Prize Fund" means the projected prize payout percentage as approved by the Colorado Lottery Commission for each Lottery game.

P. "Jackpot Game" means a lottery game which utilizes a computer system to administer plays and in which a player selects a combination of numbers, the type of game and amount of play, for a specific drawing.

Q. "Jackpot System" means the computer system(s) consisting of Jackpot terminals, central processing equipment and a communication network utilized to conduct Jackpot games.

R. "Jackpot Terminal" means the computer hardware through which the Jackpot licensee enters the combination(s) selected by a player and by which Jackpot tickets are generated and claims are validated.

S. "Licensee" means any business licensed as a lottery sales agent pursuant to the Act to sell Lottery tickets.

T. "Lottery" or "Colorado Lottery" means any lottery created and operated pursuant to the Act.

U. "Lottery Sales Representative" means the employee of the Division whose duties include the marketing, selling, handling, and distribution of Lottery tickets to licensees.

V. "Net Sales" means gross sales less cancellations or returns.

W. "Person" means and includes any individual; association, corporation, club, trust, estate, receiver, trustee, guardian, custodian, personal representative or any other person acting in a representative capacity who is appointed by a court, charitable institution, or fraternal organization. "Person" shall also mean and include all departments, agencies, commissions, instrumentalities and political subdivisions of the State of Colorado, as well as any city, county and city and county within the State of Colorado.

X. "Play Slip" means a make-sense game card used by players of Jackpot games to select plays. A play slip has no pecuniary value and shall not constitute evidence of ticket purchase or of numbers selected.

Y. "Player-Selected Item" means a number or item or group of numbers or items selected by a player in connection with a multi-state and in-state Jackpot game. Player-selected numbers or items shall include selections generated randomly by the Jackpot computer system. Such computer-generated numbers or items are also known as "Quick-Picks".

Z. "Prize" means the award, financial or otherwise, awarded by the State Lottery.
AA. "Prize Amounts" means the amount of money payable in each prize category or to each share or the annuitized future value of each share in a prize category for each drawing.

BB. "Prize Category" means the matching combinations as described in Specific Game Playing Rules.

CC. "Prize Expense" means the accrued portion of net sales from all Lottery products that has been paid or obligated for the payment of prizes.

DD. "Prize Expense Minimum" means the total amount of prize expense must be a minimum of fifty percent (50%) of the annual aggregate net Lottery ticket sales from all games, including Scratch, Jackpot, and multi-state Jackpot.

EE. "Product" means the specific game type produced by the Colorado Lottery i.e. Scratch, Jackpot or Multi-State.

FF. "Provisional License" means a license issued by the Director which temporarily authorizes a licensee to conduct the sale of lottery tickets pending processing of the license application or renewal.

GG. "Quick Pick" means a computer generated selection of a number, item or group of numbers in connection with a multi-state or in-state Jackpot game.

HH. "Scratch Game" means a lottery game which utilizes a Lottery ticket with preprinted play symbols or characters.

II. "Settlement" means the time at which a pack of bar coded Scratch tickets is determined to be billable pursuant to Lottery policy.

JJ. "Specific Game Playing Rules" means where the term "Playing Rules" and/or "Specific Game Playing Rules" is used it shall, as though set forth verbatim, include the term "Specific Game Playing Rules which are incorporated by reference as though fully set forth herein."

KK. "Ticket" means any Lottery ticket approved by the Commission for sale to the general public.

LL. "Ticket Bearer" means the person who has signed the Jackpot or Scratch ticket or who has possession of an unsigned Jackpot or Scratch ticket.

MM. "Validation" means the process of determining whether a Jackpot or Scratch ticket presented for payment is a winning ticket.

NN. "Validation Number" means the number printed on the front of each Jackpot ticket that is used for validation.

OO. "Winning Combination" means one or more digits, numbers or symbols randomly selected during a Certified Drawing.

Amended Rule 2 - Licensing General Rules and Regulations

BASIS AND PURPOSE FOR AMENDED RULE 2

The purpose of Rule 2 is to establish and provide the specific factors required for determining eligibility of an applicant desiring to obtain a license for the sale of Lottery products to the public; to specify certain duties of the licensees; to authorize the Director to establish bonding protection for the State of Colorado; to describe the types of limitations which may be placed upon licenses issued by the Director; to provide for the circumstances upon which the Director may terminate licenses and issue duplicate licenses; to specify certain terms, conditions and duties required of licensees authorized to sell Lottery game
products; to specify the rights of the licensee, as well as the detailed operation of the Lottery at the retail sales level. The provisions of Rule 2 are necessary in order to promote the public interest, as well as the security and efficient operation of the Lottery. The statutory basis for Rule 2 is found in C.R.S. 24-35-206 and 24-35-208(1)(a) and (2).

2.1 Application for License to Sell Lottery Products

a. Any person may apply to the Lottery for a license to sell Lottery products as a licensee by filing an “Application for Lottery Retail License.” Such application shall be completed under penalty of perjury on a form approved by the Director.

b. A fee in an amount to be determined by the Director shall be paid by the applicant to the Lottery. This fee shall be paid at the time of the issuance of the license.

2.2 Licensee’s Commission

Each licensee shall be entitled to receive a payment for the sale or authorized disbursement of Lottery products by said licensee as provided for in Rules 5.10, 10.14, 10.A.15, 10.D.9 and 14.11.

2.3 Eligibility for License

a. The Director shall issue licenses for the sale of Lottery products in accordance with the provisions of C.R.S. 24-35-206 and these Rules and Regulations. The Director shall license only such persons who, in the Director’s opinion, will best serve the public interest and trust in the Lottery and promote the sale of Lottery products. Prior to issuing any license, the Director shall consider the following factors:

1. The moral character and reputation of the applicant per C.R.S. 24-35-206 (4) (e).

2. The financial responsibility and security of the applicant and its business or activity.

3. The accessibility of the public to the licensed premises proposed by applicant.

4. The number and sufficiency of existing licenses to serve the public interest.

5. The volume of applicant’s expected Lottery ticket sales.

6. The security and efficient operation of the Lottery.

7. Whether the applicant is ineligible under the provisions of C.R.S. 24-35-206(4).

b. In addition, the Director shall consider the following factors:

1. Business and security considerations which include but are not limited to:
   i.) Past security problems;
   ii.) Credit history of owners, officers and the business entity;
   iii.) History of administrative or regulatory actions.

2. Marketing considerations which include but are not limited to:
   i.) Projected sales of Lottery products
ii.) Willingness to promote lottery products.

2.4 Duties of Licensees

In order to promote the public interest and the security and efficient operation of the Lottery, each applicant shall agree, if granted a license, to perform the following terms, conditions and duties:

a. To be bound by and comply with all lawful provisions of Part 2, Article 35, Title 24, C.R.S. and the Rules and Regulations adopted pursuant thereto; as well as with any lawful instructions or directives issued by the Director.

b. To actively promote the sale of Colorado Lottery products and make them available for sale at all times the system is available and at the times that are consistent with the business hours of operation.

c. To pay prizes up to and including $599.00 to the ticket bearer for any scratch and/or online products validated by the retailer. All products validated by a retailer must be paid by that retailer.

1. The retailer must maintain sufficient funds to pay all scratch and/or online product claims of $150 or less by cash, check, or money order.

2. The retailer will be prompted at the time of validation whether to accept the validation for prizes greater than $150 but less than $600. If a retailer accepts and validates the ticket, the prize must be paid.

3. Prizes shall be paid during the normal business hours of the licensee provided the validation system is operational and claims can be validated. The licensee shall not charge the claimant a fee for payment of a prize or for cashing a business check drawn on the licensee's account.

d. To maintain authorized displays, notices, and other materials used in connection with the sale of Lottery products in accordance with reasonable instructions or directives issued by the Director.

e. To maintain a complete and accurate set of books of account, correspondence and records of all Lottery transactions and operations, including but not limited to the receipt, sale, handling, inventory, and returns for credit for all Lottery game products received by licensee, and any books of account, correspondence, reports and records that may be required for Lottery game products. Books, correspondence and records referencing the Lottery account must be made available during normal business hours, with or without prior notice, to any duly authorized representative of the Lottery for inspection and audit by an auditor selected by the Commission or Director.

f. To allow inspections of the licensed premises by duly authorized representatives of the Division during normal business hours, to determine compliance with the provisions of the Act, Rules and Regulations, instructions and directives of the Lottery Director.

g. To indemnify and hold the State of Colorado, the Colorado Lottery and the Colorado Lottery Commission harmless from any and all liabilities, claims, actions, and judgments of any kind or nature arising from or relating to the licensee's acts or omissions in the operation and conducting of the sale of Lottery products.

h. To pay an administrative fee, to be determined by the Lottery Director, to reimburse the Colorado Lottery for inactive scratch tickets that are lost due to negligence or misconduct of the licensee.

i. To provide confirmation that the licensee is not a member of the Lottery Commission, employee of the Lottery or current Lottery contractor.
j. To agree that all Lottery products shall be deemed to have been purchased by the licensee as of the date each book of Instant/Scratch products is activated, at the price, less applicable commission, established by the Commission; and that the licensee shall make payment to the Colorado Lottery in a timely manner as established by the Lottery's electronic funds transfer (EFT) policy for any and all Lottery Instant/Scratch products which are activated and offered for sale to the public including products that have been sold, but not activated.

k. To pay a communication and/or administrative fee at the discretion of the Director in an amount to be determined by the Director to cover operational costs to the Lottery in servicing said retailer account.

l. To maintain a secure place for unsold Lottery products upon instruction or directive by the Director or designee.

m. To prominently display the Colorado Lottery license in an area visible to the general public.

n. To agree that all unclaimed prizes from all Lottery products remain the property of the State of Colorado as set forth in C.R.S. 25-35-212.2.

o. To pay, without reimbursement, all electricity charges in conjunction with the operation of the terminal equipment related to the sale of Lottery products.

p. To participate in Lottery training sessions and provide staff training.

q. To use signage identifying the location as a Lottery retailer. Nothing herein shall require retailer to install signage which is in violation of any state, local, or municipal code.

r. To provide authorization for an account with EFT (Electronic Funds Transfer) capability to be used for weekly billing of all Lottery products;

s. To maintain a balance in the account sufficient to cover payment due the Lottery for the established billing period. The Lottery shall utilize EFT to withdraw the amount due the Lottery on the day specified by the Director. In the event the day specified for withdrawal occurs on a legal holiday, withdrawal shall occur on the following business day.

t. To sell Scratch products in consecutive, numerical order.

u. To sell Lottery products for cash only, inclusive of checks, money orders and debit cards, and shall not sell Lottery products on a credit or any other non-cash basis. Licensee shall not exchange Lottery products and/or books with any other person, including other licensees.

v. To play Lottery games, if so desired, in a responsible and fair manner. Licensees are prohibited from playing Lottery games by using any method other than random, fair chance, or by any method contrary to the principle that every Lottery ticket has an equal and random chance of winning.

w. In addition to the requirements listed in the previous sub-paragraphs of 2.4, a licensee authorized to sell online game products shall agree to the following terms, conditions and duties:

1. To print online products only on the specific ticket stock issued by the Lottery to the specific retail outlet and not transfer ticket stock to any other outlet;

2. To acknowledge that the online terminal and supplies issued by the Lottery or the online vendor remain the property of Lottery or online vendor. The licensee shall exercise due diligence in the operation of the online terminal and immediately notify the Lottery and the central computer facility of any equipment, communications line or online systems...
malfunction, such as the issuance of an invalid online ticket, or the inability to generate or redeem an online ticket. The licensee shall not perform any mechanical or electrical maintenance on the online terminal. The licensee shall not move, alter or tamper with the terminal except as required by the Lottery or its agent.

3. To provide without reimbursement the full cost of terminal installation and hookup charges any and all charges related to the sale of Lottery products, as specified by the Lottery.

4. To provide, without reimbursement, any requirement the Lottery deems necessary for terminal installation and maintenance of equipment related to the sale of Lottery products;

5. To pay, without reimbursement, all communication charges in conjunction with the operation of the terminal equipment related to the sale of Lottery products, unless otherwise specified by the Director.

2.5 ADA - American’s with Disabilities Act

To prohibit discrimination, no Lottery retailer shall discriminate against any individual on the basis of disability in the full and equal enjoyment of Lottery-related goods, services, facilities, privileges, advantages or accommodations of any Lottery Licensed Facility.

a. Each applicant for a Lottery license shall review his/her retail facility for compliance with the Federal ADA (American’s with Disabilities Act) as it pertains to the sale of Colorado Lottery products.

b. To assist applicants with this inspection, the Lottery will include a list of compliance requirements with the retailer application paperwork.

c. The facility analysis shall begin where the customer parks, moves through the path of travel to the Lottery sales area of the store.

d. The applicant is required to correct any ADA noncompliant areas prior to applying for a Colorado Lottery sales license.

e. The applicant must complete the Lottery license application form pertaining to ADA status.

f. Any physical modifications or changes to a licensed location must be in compliance with the ADA requirements for Colorado Lottery licensed retailers.

g. The Colorado Lottery allows for alternatives to barrier removal at retail locations. Such alternatives may include, but are not limited to:

1. Providing curb service; and/or

2. Drive thru; and/or

3. Relocating activities to accessible licensed locations

h. The Colorado Lottery will actively pursue any complaint it receives regarding the inaccessibility of Lottery products at any of its licensed locations. If a location is found to be noncompliant, the retailer is required to correct the area(s) of noncompliance. Noncompliance of Colorado Lottery ADA requirements may result in license suspension or revocation proceedings.

The ADA guidelines listed for potential retail outlets were written following the directives enacted by the Federal ADA Act of 1990. The requirements listed in the Federal ADA Act of 1990 are not solely specific...
to the Colorado Lottery and its retailers. The Federal ADA Act of 1990 is enforced by the United States Department of Justice.

2.6 Licensing Disqualifications

A license shall not be granted to:

a. Any person who will engage in business exclusively as a Lottery sales agent, unrelated to any other commercial business activity.

b. Any person who has provided false or misleading information to the Lottery.

c. Any person who is deemed not financially responsible to operate a business.

d. Any person whose proposed licensed premises is a residence or, by reason of its location is not accessible to a sufficient number of persons so as to reasonably justify the Lottery's expenditure of public monies to provide and deliver Lottery products, services, and supplies to such a location. In making such a determination, the Director shall consider the possible economic benefit to the State and the convenience to the public to be gained from licensing such person.

e. Any person whose volume of Lottery ticket sales projected or anticipated is such as not to reasonably justify the Lottery's expenditure of public monies to provide and deliver Lottery products, services, and supplies to such a location, when considering the possible economic benefit and convenience to the public to be gained therefrom. For the purpose of initial licensing, a projected or anticipated volume of instant game Lottery ticket sales must meet the current minimum sales requirement as determined by the Lottery Director.

f. Any sole proprietor who is not a resident of the State of Colorado.

g. Any corporation that is neither incorporated in, nor authorized to do business in, the State of Colorado.

h. Any Limited Liability Company (L.L.C.), that is not incorporated in or authorized to do business in the State of Colorado.

i. Any partnership, or association, or other type of business entity, none of whose general partner(s), member(s), or representative(s) is a resident of the State of Colorado.

j. Any person who has been convicted, within ten years of an application, of a felony crime, including but not limited to, robbery, burglary, theft, trespass, criminal mischief, forgery, computer crime, bribery, perjury, offenses related to judicial and other proceedings, telecommunications crimes, racketeering, or the distribution, sale, manufacturing, dispensation or possession of drugs or drug paraphernalia. Other convictions, whether felony or misdemeanor, may relate to a determination that the person is not of good character and reputation and may lead to the denial of a license.

k. Any business entity member that has an outstanding liability with the Colorado Lottery including amounts transferred to Central Collection Services or has been written off by the Colorado Lottery due to bankruptcy or for non-payment.

2.7 License Suspension/Revocation

a. The Director may order the removal of such terminal from a location after considering factors which include but are not limited to:

   1. Sales volume which does not meet established standards;
2. Failure to generate sufficient sales volume to cover the Lottery's administrative costs.

b. The Director may immediately suspend a retailer's Lottery operation, order removal of an online terminal from a retail location, or take any other action necessary in the event the licensee:

1. Fails to comply with any rule established by the Commission or any instruction issued by the Director.

2. Tampers with or attempts to tamper with the online terminal or system.

3. Fails to make payment of a validated prize or makes payment and the payment is dishonored for any reason.

4. Fails to make payment to the Lottery or makes payment to the Lottery and the payment is dishonored for any reason.

2.8 Bonding Requirement

No license shall be issued or renewed by the Director, unless the applicant or licensee is first bonded in such an amount and type as may be required by the Director to protect the State against any monetary loss that may arise from the licensee's purchase and sale of Lottery products.

Such bonding may take the form of any instrument that is determined by the Director to satisfy the requirements of C.R.S. 24-35-206(1) and C.R.S. 24-35-219.

2.9 Limitations on Licenses

a. Unless otherwise limited or conditioned pursuant to the provisions contained in subparagraph 2.9 c) hereof, each license issued by the Director for the sale of Lottery products shall limit the sale thereof solely to the licensed premises; and shall terminate unless timely renewed. The Director may limit a licensee to a particular type of Lottery game.

b. A license may be renewed upon the timely payment of a renewal fee to be determined by the Director.

c. In order to protect the public interest and trust in the Lottery and to further the sale of Lottery products, the Director may, but shall not be required to, issue a license for special events containing reasonable limitations or conditions. Such limitations and conditions may include any one or all of the following:

1. The length of license period;

2. The hours and days of Lottery ticket sales;

3. The location of sale;

4. The specific person who may be allowed to sell Lottery products;

5. The specific sporting, charitable, social, or other special event where Lottery products may be sold;

6. Such other limitations or conditions of licensing as determined by the Director to best serve the public convenience; to promote the sale of Lottery products; to protect the security and integrity of the Lottery games; or as may be otherwise necessary or desirable for the efficient and economical operation and administration of the Lottery.
d. For the purpose of 2.9 c), a special event shall mean a specific sporting, charitable, social event, or other specific location or activity, such as a fair, which, by reason of its limited duration or other special character requires the issuance of a license containing such limitations or conditions as described above in order to protect the security and integrity of Lottery games.

2.10 Provisional License

a. The Director may issue a provisional license to an applicant pending the completion of the processing required under Paragraph 2.3, after receipt of the person's fully completed application and completion of a preliminary background check. The provisional license shall expire at the time of issuance of the general license or ninety (90) days from the date the provisional license is issued, whichever occurs first. The provisional license may be extended by the Director for one additional ninety (90) day period of time.

b. The Director may issue a provisional license to an applicant for renewal of a general license when a determination has been made and it becomes necessary to authorize a licensee to sell products pending approval of the application for general license renewal. The provisional license shall expire at the time of the issuance of the general license renewal or ninety (90) days from the date the provisional license is issued, whichever occurs first.

2.11 Non-Transferability of License

A license issued pursuant to these Rules and Regulations shall not be assignable or transferable. If either the person who has signed the application for licensure is no longer employed by the licensee in the capacity stated on the application or if the ownership of the licensee substantially changes, the Director reserves the right to terminate the license. The licensee shall notify the Director in writing at least thirty (30) days prior to any such proposed change. A substantial change in ownership shall mean a transfer of ten percent (10%) or more of either the equity of such business, or the decision-making authority thereof.

2.12 Duplicate Licenses

Upon the loss, mutilation or destruction of any license issued by the Director, a duplicate license can be issued. A mutilated license shall be surrendered to the Director upon issuance or denial of a duplicate license. A lost license, when found, must be immediately surrendered to the Director.

RULE 2.A – LICENSING – AMERICANS WITH DISABILITY ACT COMPLIANCE [Repealed Eff. 09/30/2008]

RULE 4 - SUSPENSION, REVOCATION, OR NON-RENEWAL OF LICENSE

BASIS AND PURPOSE FOR AMENDED RULE 4

The purpose of Rule 4 is to provide specific notice of the causes for and procedures regarding denial, suspension, revocation, or non-renewal of a license to sell Lottery tickets. The statutory basis for Rule 4 is found in C.R.S. 24-35-206 and 208.

4.1 Mandatory Revocation of License

A license shall be revoked upon a finding by the Lottery Director that the licensee:

a. Has provided false or misleading information to the Lottery;

b. Has been convicted of any gambling-related offense;

c. Has endangered the security of the Lottery;
d. Has been a person whose character is no longer consistent with the protection of the public interest; or

e. Has intentionally refused to pay a prize in his possession to a person entitled to receive the prize.

4.2 Discretionary Suspension, Revocation or Non-Renewal of License

A license may be suspended, revoked or not renewed upon a finding by the Lottery Director that the licensee:

a. Has changed its business location by the licensee without properly notifying the Lottery;

b. Has insufficient sales volume;

c. Has failed to remit or has been delinquent remitting money owed to the Lottery;

d. Has endangered the efficient operation of the Lottery;

e. Has been convicted of a felony, including but not limited to, robbery, burglary, theft, trespass, criminal mischief, forgery, computer crime, bribery, perjury, offenses related to judicial or other proceedings, telecommunications crimes, racketeering, accounting fraud, or the distribution, sale, manufacturing, dispensation or possession of drugs or drug paraphernalia. Other convictions, whether felony or misdemeanor, may relate to a determination that the licensee is a person whose character is no longer consistent with the protection of the public interest and trust in the Lottery and may lead to the suspension or revocation of a license.

f. Has sold a Lottery ticket at a price greater or less than that fixed by the Commission except as provided in Section 24-35-214(1), C.R.S.;

g. Has sold a Lottery ticket when not authorized to do so;

h. Has sold a Lottery ticket to any person under the age of eighteen (18) years of age;

i. Has sold a Lottery ticket at any place other than the place authorized and specified on the license;

j. Has any violation of Part 2, Article 35, Title 24, C.R.S. or any Rule or Regulation adopted pursuant thereto;

k. Has not reported a change in ownership to the Lottery.

4.3 Procedure for Issuance, Renewal, Denial, Revocation, Suspension, Limitation and Modification of License

The procedures contained in Article 4 of Title 24, C.R.S. shall apply to the issuance, renewal, denial, revocation, suspension, limitation and modification of licenses for the sale of Lottery tickets. The Lottery Director may designate an administrative law judge to take evidence and make findings and report them to the Lottery Director.

a. Any person entitled to a notice of hearing shall be given timely notice of the time, place, and nature thereof, the legal authority and jurisdiction under which it is to be held, and the matters of fact and law asserted. Such notice shall be served personally or by mailing by first-class mail to the last address furnished by the licensee, in accordance with the notice requirement set for in C.R.S., section 24-4-105(2)(a).

b. The proponent of an order shall have the burden of proof and every party to the proceeding shall have the right to present its case or defense by oral and documentary evidence, to submit rebuttal
evidence, and to conduct such cross examination as may be required for a full and true disclosure of the facts. Subject to these rights and requirements, where a hearing will be expedited and the interests of the parties will not be substantially prejudiced thereby, the person conducting the hearing may receive all or part of the evidence in written form. The rules of evidence and requirements of proof shall conform, to the extent practicable, with those in civil non-jury cases in the district courts. However, when necessary to do so in order to ascertain facts affecting the substantial rights of the parties to the proceeding, the person so conducting the hearing may receive and consider evidence not admissible under such rules if such evidence possesses probative value commonly accepted by reasonable and prudent men in the conduct of their affairs. Objections to evidentiary offers may be made and shall be noted in the record. The person conducting the hearing shall give effect to the rules of privilege recognized by law and may exclude incompetent and unduly repetitious evidence. Documentary evidence may be received in the form of a copy or excerpt if the original is not readily available; but, upon request, the party shall be given an opportunity to compare the copy with the original. An agency may utilize its experience, technical competence, and specialized knowledge in the evaluation of the evidence presented to it.

c. Any party, or the agent, servant, or employee of any party, permitted or compelled to testify or to submit data or evidence shall be entitled to the benefit of legal counsel of his own choosing and at his own expense, but a person may appear for himself. An attorney who is witness may not act as counsel for the party calling him as a witness. Any party, upon payment of a reasonable charge therefore, shall be entitled to procure a copy of the transcript of his testimony if it is recorded.

4.4 Felony Review Panel

In any proceeding for the issuance, denial, suspension, or revocation of a Lottery retailer license in which a felony conviction or a conviction involving fraud is in issue, the following procedure shall follow the Lottery Director's entry of a final order granting, denying, suspending, or revoking the Lottery retailer license:

a. If the matter has been heard by an Administrative Law Judge, the Lottery Director's order adopting or modifying the initial decision of the Administrative Law Judge shall be deemed the Lottery Director's final order, unless the Lottery Director orders the Administrative Law Judge to conduct additional proceedings.

b. The licensee and the Lottery Division may, within fifteen(15) days of the date on which the Lottery Director signs the final order, file with the Lottery Director and serve upon the opposing party a motion directed to the Felony Review Panel to modify the Lottery Director's final order. The opposing party may, within fifteen (15) days of receipt of the motion, file with the Lottery Director and serve upon the moving party a brief opposing the motion. Within ten (10) days of receipt of the brief opposing the motion, the moving party may file with the Lottery Director and serve upon the opposing party a reply brief in support of the motion. Each party shall file with the Lottery Director the original and three (3) copies of each motion or brief filed by the party. The Lottery Director shall cause any initial decision, the Lottery Director's final order, and any motions and briefs to be delivered to the Felony Review Panel. The Lottery Director shall notify the parties of the date on which he forwarded the final order and any other materials to the Felony Review Panel.

c. The Executive Director of the Department of Revenue shall be the Chairman of the Felony Review Panel.

d. Each member of the Felony Review Panel shall notify the Executive Director of the Department of Revenue in writing of the panel member's decision whether to accept or reject the Lottery Director's final order within thirty (30) days of the date on which the Lottery Director forwarded the final order and any other materials to the Felony Review Panel. If the panel member fails to notify
the Executive Director of the Department of Revenue of the panel member’s decision within thirty (30) days of the date on which the Lottery Director forwarded the final order to the panel, the panel member shall be deemed to have accepted the Lottery Director’s final order.

e. If two or more members of the Felony Review Panel accept the Lottery Director’s final order, the final order shall become the order of the Felony Review Panel. The Executive Director of the Department of Revenue shall notify the Lottery Director and the licensee of such acceptance in writing, and the order of the Felony Review Panel shall be deemed final on the date of such written notice.

f. If two or more members of the Felony Review Panel reject the Lottery Director’s final order, the Executive Director of the Department of Revenue shall notify the Lottery Director and the licensee of such rejection in writing and shall state the reasons for such rejection. The Lottery Director shall modify his final order, conduct additional proceedings, or dismiss the proceeding in accordance with the order of the Felony Review Panel. The Executive Director of the Department of Revenue shall notify the licensee and the Lottery Division of such modification, additional proceeding, or dismissal in writing. A modified final order shall be subject to the procedure set forth in Rule 4.5 b).

g. The order of the Felony Review Panel shall be considered final agency action for the purposes of Section 24-4-106, C.R.S., unless the order remands the matter to the Lottery Director for further action.

RULE 5 LOTTERY SCRATCH GAMES

BASIS AND PURPOSE OF AMENDED RULE 5

The purpose for Amended Rule 5 is to provide general rules for all Colorado Lottery Scratch games, which shall govern the sale of tickets, payment of prizes, method for selecting and validating winning tickets, as well as to establish the amount of commission for the licensee. The statutory basis for Amended Rule 5 is found in C.R.S. 24-35-208(1), (2) and (3) and 24-35-212 and 24-35-212.5.

5.1 Commission to Adopt Specific Rules, Regulations and Guidelines for Lottery Scratch Games

Scratch games are authorized to be conducted under the following Rules, Regulations and Guidelines and such further instructions and directives the Lottery Director may issue. The Commission shall adopt specific Guidelines designating among other things the number and sizes of prizes, the manner of selecting winning tickets, and the allocation of total revenues among prizes and costs.

To the extent not inconsistent with such specific Guidelines as may be adopted, the following general provisions under this Rule 5 shall apply to each Scratch game conducted. If a conflict arises between Rule 5 and the game guideline, the game guideline shall apply.

5.2 Definitions

The following definitions shall provide clarification to various terms used by the Lottery in conjunction with the definitions provided in Rule 1 and as set forth in each specific Scratch game guideline.

a. "Bar Code" means the unique bar coded representation normally found on the back of the scratch ticket.

b. “Book” means a pack of Scratch game tickets. Books are also commonly called packs.

c. "Book-Ticket Number" means the number printed on the back of each Colorado Lottery Scratch game ticket.
d. "Caption" means the code appearing beneath the computer-generated images.

e. "Drawing Guidelines" means the additional guidelines that are promulgated to address second-chance or promotional drawings that are associated with a specific Scratch game.

f. "Force Majeure" means an unexpected event (i.e. a natural disaster) that prevents the scheduled completion of an activity

g. "Game Guideline" means the specific Scratch game guideline that includes all the detail related to an individual Scratch game.

h. "Life" means the specific lifetime of a natural person.

i. "Play Area" means the portion of a Scratch ticket that is covered with a latex coating that the player removes.

j. "Play Spot" means a component of the Play Area.

k. "Play Symbols" mean the computer-generated images that appear within the Play Area of a ticket.

l. "Prize Expense" means the accrued portion of net sales from all Lottery products that has been paid or obligated for the payment of prizes.

m. "Prize Expense Minimum" refers to C.R.S. 24-35-210(9)

n. "Prize Pool" means the amount of money allocated for prizes as defined in the Prize Structure.

o. "Prize Structure" means the number and amount of available prizes within a specific scratch game.

p. "Prize Symbol" means a component of the Play Area that represents a unique prize amount on the ticket play area.

q. "Retailer Validation Code" means the computer-generated images on the ticket play area used to sight validate a specific prize amount.

r. "Scratch Game" means an individual Lottery game as described in the individual game guideline.

s. "UPC Bar Code" means the machine readable representation of the Universal Product Code number on the back of each ticket.

t. "UPC Code" means the unique number Universal Product Code number that is used to identify each Colorado Lottery Scratch game.

u. "Validation Number" means the unique number identified within the VIRN, used to validate the Scratch ticket.

v. "Void If Removed Number" also known as "VIRN" means the unique number on the front of the ticket under the latex cover within the play area.

5.3 Price of Tickets

The purchase price of each ticket for Colorado Lottery Scratch Games shall be set per the Game Guideline. The licensee may be permitted to make gifts of Scratch tickets as a means of promoting the sale of goods or services to the public upon receipt of prior approval by the Lottery Director.
5.4 Sale of Tickets

a. Licensees shall make Scratch tickets available for sale to the public during normal business hours.

b. A licensee shall sell Scratch tickets only at the premises specified in the license issued to licensee by the Colorado Lottery unless otherwise allowed by special permission from the Lottery Director.

c. All retail ticket sales are final and the licensee shall not accept the return of a Scratch ticket after sale, unless otherwise directed by the Lottery Director.

d. The Lottery may sell Scratch tickets.

e. Upon prior approval of the Lottery Director, notwithstanding any provision contained in these Rules, Regulations and Guidelines to the contrary, a licensee may be permitted to make gifts of Scratch tickets as a means of promoting the sale of goods and services to the public.

5.5 Ownership of Tickets

a. A Scratch ticket is a bearer instrument.

b. Each winning ticket must contain the signature of the owner and should include the name and address of the owner or holder of the Scratch ticket where indicated. This information may be submitted by affidavit upon request to the Lottery by the claimant. The Lottery may make payment based upon the information submitted on the claim form or affidavit proving ownership.

c. The Lottery Director shall only recognize one (1) person whose signature appears upon the winning Scratch ticket, in the designated area, as the true owner of the ticket.

1. A claim may be made in the name of an organization only if the organization possesses a Federal Employer Identification Number (FEIN) issued by the Internal Revenue Service and such number is shown on the claim form. Groups, family units, clubs, or organizations without an FEIN shall designate one individual in whose name the claim is to be filed.

2. If a claim is erroneously entered with multiple claimants, the claimants shall designate one of them as the individual recipient of the prize, or, if they fail to designate an individual recipient, the Lottery Director may designate any one of the claimants as the sole recipient. In either case, the claim shall then be considered as if it were originally entered in the name of the designated individual and payment of any prizes won shall be made to that single individual.

3. In the event of an inconsistency in the information submitted on the claim form when compared to the winning ticket being claimed the Lottery Director, or designee, may request an investigation and withhold all winnings associated with the winning ticket.

d. Once a ticket is validated it will be held by the Lottery along with the completed claim form and will not be returned to the winner. In the event the claimed ticket is a non-winning ticket it may be returned to the claimant at the discretion of the Director or designee.

5.6 Purchaser's Obligation

By purchasing a Scratch ticket, the purchaser agrees to comply with all provisions of §24-35-201, C.R.S., et seq, these Rules and Regulations, the Game Guideline, and all instructions and directives established by the Lottery Director for Scratch games.
5.7 Persons Ineligible to Purchase Tickets

a. No person under the age of eighteen (18) may purchase Colorado Lottery Scratch tickets.

b. Colorado Lottery Scratch tickets may not be purchased by any of the following as set forth in C.R.S. 24-35-209:

1. Any member of the Lottery Commission;

2. Any employee of the Lottery, except when authorized by the Lottery Director for investigative purposes. In no event shall such employee be entitled to payment of any prize;

3. Any officer, director, or employee of any supplier of Colorado Lottery Scratch ticket materials or equipment, or the subcontractors thereof that have participated, in any manner, in the supplying of Colorado Lottery Scratch ticket materials or equipment, except when authorized by the Lottery Director;

4. Any vendor precluded by its contract with the Lottery;

5. Any person who operates drawing equipment during a drawing or officially witnesses a drawing;

6. Any immediate family member living at the same residence, as defined in Rule 1-Definitions, of items 1., 2., 3., 4. and 5. above.

5.8 Ticket Validation Requirements for Colorado Lottery Scratch Games

a. Scratch Game ticket validation requirements shall be set forth in the Game Guideline and shall meet the requirements set forth below:

1. The ticket shall be intact.

2. The ticket must not be mutilated, altered, unreadable, reconstituted, or tampered with in any manner.

3. The ticket must not be counterfeit in whole or in part.

4. The Retailer Validation Code shall appear in the play area of the ticket and shall be printed as described and as set forth in the Game Guideline.

5. The ticket must have been issued by the Lottery in an authorized manner.

6. The ticket must not be stolen nor appear on any list of omitted tickets on file at the Lottery.

7. The ticket must be completed as specified in the associated Game Guideline “Ticket Validation Requirements” section.

8. The Validation Number of an apparent winning ticket shall appear on the Lottery’s validation file and the ticket with that Validation Number shall not have been previously paid.

9. The ticket must not be blank or partially blank, mis-registered, defective, or printed or produced in error.

10. The ticket must pass the provisions of Rule 5, the associated Game Guideline and all of the additional confidential validation tests performed by the Colorado Lottery.
b. Any Scratch tickets not passing all of the required validation checks as designated by the Colorado Lottery are void and ineligible for any prize and shall not be paid. In the event a defective ticket is purchased, the Colorado Lottery shall be responsible for the replacement of the defective ticket with a ticket of equivalent sales price from any current Colorado Lottery Scratch game at the discretion of the Lottery Director or designee. No prizes will be awarded to the owner of a defective ticket.

5.9 Payment of Prizes

a. The holder of a winning scratch ticket in the amount of $150.00 or less may take the ticket to any licensee location during the licensee’s normal business hours for validation and payment. The holder of a winning scratch ticket in the amount of $151.00 to $599.00 may take the ticket to any licensee location during the licensee’s normal business hours where licensees have the option of validating the ticket. All prizes shall be paid by the licensee upon presentation and validation of the ticket pursuant to instructions on the back of the Scratch ticket and/or pursuant to instructions specified in the Game Guideline.

b. Any winning scratch ticket in any amount may be mailed or presented to a Lottery claims center for payment. The prizes shall be paid by the Lottery upon presentation and validation of the ticket pursuant to instructions on the back of the Scratch ticket and/or pursuant to instructions specified in the game Guideline.

c. The holder of a prize-winning ticket of $600.00 or more shall complete all of the information detailed on the Colorado Lottery claim form and submit the completed form and ticket by mail or in person to the Lottery. The Colorado Lottery shall pay the prize to the owner of the ticket upon validation.

1. A prizewinner, or a prizewinner’s legally authorized representative, shall sign the winning Scratch ticket and complete a claim form that is available from any licensee, Lottery Claim Center or the Colorado Lottery website. The claim form shall incorporate the following information:

   i. Verification that the prizewinner is not a person disqualified by law or by these Rules and Regulations to claim or otherwise accept a prize from the Lottery;

   ii. Notification that the prizewinner’s name, city of residence and prize amount are public information. This same notification is given to one signing on behalf of a Scratch ticket owner under a disability that prevents the prizewinner from signing in his/her own behalf;

   iii. The Lottery is not liable for any loss caused by a misrepresentation by the Scratch ticket owner or the person claiming the prize on the winner’s behalf.

2. The claim form may contain any other provision that the Lottery Director may deem necessary and proper to promote the public interest and trust or security and efficient operation of the Lottery.

3. Payment for a winning ticket will not occur unless all of the requirements on the claim form and winning ticket have been met or an acknowledgement that the information is unknown or unavailable. There is no obligation or duty of the Lottery, its employees or licensees, to make any inquiry of the truthfulness of information that appears on the claim form before payment to the claimant.

d. Payment of prizes shall be made to the claimant in person or by mail to the address provided by the claimant.
e. All prizes shall be paid within a reasonable time after they are awarded and after the claims are validated by the Lottery. Any prize requiring annuitized or installment payments shall be paid as specified in the Game Guideline.

f. The Lottery Director may delay any payment in order to review a change of circumstances relative to the prize awarded, the payee, the claim, or any other matter that may have come to their attention. All delayed payments will be paid to date immediately upon the Lottery Director’s confirmation that the payee is entitled to such payment; any remaining payments shall be paid per the Game Guideline.

g. The Lottery Director’s decision shall be final and binding upon all participants in the game with respect to the payment of all prizes.

h. The Lottery Director reserves the right to require a claimant to disclose the location or person from whom the claimant purchased the ticket.

i. Payment of any prize shall be made to the owner of the Scratch ticket or their designee. All liability of the State, its officers and employees, and the Commission shall terminate upon payment.

j. In the event that a claim is filed on behalf of a legal entity other than the owner of the ticket for a prize payable for life, the legal entity shall designate an officer or director of that legal entity as the person on whose life such prize is to be paid and shall execute an agreement evidencing such designation. The specific requirements for payment will be detailed in the Game Guideline and/or Specific Drawing Guidelines.

k. In the event that the intercept program reveals an outstanding obligation for a winner of a prize, the prize will not be awarded until the intercept obligation is paid as set forth in 24-35-212(5) and 24-35-212.5.

5.10 Assignment of Prizes

a. The winner of an annuitized or installment payment prize in any Scratch game being paid in annuitized or installment payments who desires to assign the right to unpaid future annuitized or installment payments must comply with C.R.S. 24-35-212(1)(b) and (1.5). Pursuant to C.R.S. 24-35-212 (1.5)(f), reasonable fees to defray administrative expenses shall be reviewed and approved by the Colorado Lottery Director on an annual basis.

b. Payment of a prize upon death of a prize winner will not be accelerated before its normal date of payments due to the death of the prizewinner. The remaining portion of the prize shall be paid to the estate in accordance with the last will and testament of the deceased prizewinner, unless overruled by a court of law. If the prizewinner dies without a will, the payment will be made in accordance with the applicable state laws of the deceased prizewinner, unless overruled by a court of law. Once payment is made in accordance with this rule the Lottery will hold no further liability.

5.11 Numbers and Sizes of Prizes

a. The number and sizes of scratch cash and non-cash-winning prizes in Colorado Lottery Scratch Games shall be as set forth in the Game Guideline and/or Specific Game Drawing Guidelines.

b. Entry into drawings shall be as set forth in the Game Guideline and/or Specific Game Drawing Guidelines and shall include the number and sizes of prizes available in those drawings.

5.12 Determination of Scratch Prizewinners
a. Scratch prizewinners for Colorado Lottery Scratch Games shall be determined as set forth in the Game Guideline and Specific Game Drawing Guidelines.

b. The number of times a person may win on a single ticket shall be set forth in the Game Guideline.

c. The determination of prizewinners shall be subject to the general ticket validation requirements set forth on the back of each Scratch ticket and as set forth in the Game Guideline and/or the specific game drawing guidelines.

5.13 Termination Date and Claims Period

a. The Lottery Director will announce a termination date for each Colorado Lottery Scratch Game, after which date no further tickets for that game shall be activated. All Scratch Game cash prizes must be claimed within one hundred eighty (180) days after the announced end of the game. In the event of force majeure the claim period will be extended at the Director’s, or the Director’s designee, discretion.

b. Any prize not claimed within the period specified in the Game Guideline and/or in the manner specified on the back of each ticket shall remain the property of the Lottery.

5.14 Mutilated, Erroneous or Defective Tickets

No credit or prize will be issued to the holder of a ticket that is mutilated, erroneous or defective unless the Lottery Director is satisfied that the ticket is genuine. Tickets printed in error shall be returned to the Lottery and licensees will be reimbursed for the purchase price of said tickets, less the commission.

5.15 Lost or Stolen Tickets

The Lottery Director reserves the right to withhold payment, pending the findings of an investigation, when the claimed ticket for the prize has been reported stolen or lost by a licensee.

5.16 Use of Coupons, Lottery Bucks, and Free Tickets

a. Coupons, Lottery Bucks, and free tickets (hereafter referred to as “coupons”) are marketing tools used by the Lottery for promotions.

b. In the event the Lottery uses a promotional partner to distribute coupons, the promotional partner must ensure all coupons are issued to the consumer or public and any unused coupons are returned to the Lottery.

c. At no time may coupons be sold, used to purchase goods or services, pay-off Lottery debts, reimburse a licensee(s) for any loss or used for licensee compensation. Coupons may be used for prizes and/or promotion gifts to consumers and retail employees to promote the Lottery as long as the expense of these are debited to the appropriate budget line.

d. The Lottery Director may deem it proper to authorize the use of bar coded coupons to promote Lottery products. In the event such use is authorized, licensees shall comply with all requirements and restrictions specified on the coupon and shall redeem and exchange said bar coded coupons for Lottery tickets only and not for cash.

5.17 Retailer Licensee Commission, Cashing Bonus and Marketing Performance Bonus

a. Each licensee shall be entitled to receive a commission of seven percent (7%) of sales from Scratch tickets lawfully sold or disbursed by said licensee.
b. Each licensee shall be entitled to receive a cashing bonus of one percent (1%) of each prize paid by the licensee up to and including $599.

c. A Marketing Performance Bonus up to five-tenths of one percent (0.5%) may be earned by licensees that meet the criteria set forth by the Lottery Director or their designee.

d. The requirements of the marketing performance bonus plan to be met by licensees shall be established by the Lottery Director or his or her designee.

e. In order to receive a marketing performance bonus, each Scratch licensee must meet the following criteria:

1. A licensee must be licensed on the date the marketing performance bonus is declared;

2. A licensee must sell Scratch tickets up to and including the final sales day in which the marketing performance bonus is declared;

3. A licensee must meet or exceed the requirements of the marketing performance bonus plan for the period for which the marketing performance bonus is declared.

f. In the event there is a residual resulting from the accrual of the one percent (1%) cashing bonus (5.17.b) and/or the five-tenths of one percent (.5%) marketing bonus (5.17.c) have been expensed, the Lottery Director may provide additional compensation to licensees as described in 5.17.c or may revert the excess amount thereby decreasing the bonus expense.

RULE 7 General Rules and Regulations

Basis and Purpose for Restated Rule 7

The purpose of Rule 7 is to provide specific guidelines in compliance with C.R.S. 24-35-209(1)(g) regarding ethics. The statutory basis for Rule 7 is found in C.R.S. 24-35-207 and 24-35-208.

7.1 Purpose

Public confidence in the integrity of state government demands that public officials demonstrate the highest ethical standards at all times. Those who serve the people of the State of Colorado as public officials should do so with integrity and honesty, and should discharge their duties in an independent and impartial manner. At the same time, qualified individuals should be encouraged to serve in state government and have reasonable opportunities with all citizens to develop private economic and social interests. This Code strives to accomplish these ends by providing standards by which the conduct of all who serve on the Colorado Lottery Commission for the Colorado Department of Revenue can be measured.

7.2 Code of Ethics

All appointees of the Colorado Lottery Commission:

a. Shall serve the public with respect, concern, courtesy and responsiveness;

b. Shall demonstrate the highest standards of personal integrity, truthfulness and honesty and shall through personal conduct inspire public confidence and trust in government;

c. Shall not use public office to bestow any preferential benefit on anyone related to the officer, appointee or employee by family, business or social relationship;
d. Shall not disclose or use or allow others to use confidential information acquired by virtue of state employment.

e. Shall not accept any compensation, gift, payment of expenses, or any other thing of value offered, except as permitted by statute.

f. Shall not use state time, property, equipment or supplies for private gain;

g. Shall not knowingly engage in any activity or business which creates a conflict of interest or has an adverse effect on the confidence of the public in the integrity of government;

h. Shall carry out all duties as a public servant by exposing corruption or impropriety in government whenever discovered;

i. Shall comply at all times with the standards of conduct set forth in title 24, article 18 of the Colorado Revised Statutes.

7.3 Certification of Review and Compliance

a. All members of the Colorado Lottery Commission shall submit to the Executive Director's Office within 30 days of initial appointment to the Commission, a signed form verifying that they have read and intend to abide by this Code of Ethics.

b. All members of the Colorado Lottery Commission shall submit to the Executive Director’s Office within 30 days of initial appointment, and on or before January 30 of each year, a form disclosing any potential conflict of interest. Additionally, members of the Colorado Lottery Commission shall amend their annual statement not more than 30 days after any conflict of interest arises.

RULE 9 – GENERAL RULES AND REGULATIONS [Repealed Eff. 09/30/2008]

RULE 10 - IN-STATE JACKPOT LOTTERY GAMES

Amended Rule 10 General Rules and regulations

BASIS AND PURPOSE OF AMENDED AND RESTATED RULE 10

The purpose for Amended Rule 10 is to provide details and requirements for all Colorado Lottery In-State Jackpot games such as the sale of tickets, payment of prizes, method for selecting and validating winning tickets, as well as to establish the amount of commission for the licensee. The statutory basis for Amended Rule 10 is found in C.R.S. 24-35-201(5), 24-35-208(1)(a) and (2), and 24-35-212.

10.1 Commission to Adopt Specific Rules and Regulations for In-State Jackpot Lottery Games.

In-State Jackpot Lottery games are authorized to be conducted under the following Rules and Regulations and such further instructions and directives as the Director may issue in furtherance thereof. For the purposes of this Amended Rule 10 “Jackpot Game” shall mean “In-State Jackpot Lottery Games”.

To the extent not inconsistent with such specific Rules and Regulations as may be adopted, the following general provisions under this Amended Rule 10 shall apply to each Lottery Jackpot game conducted.

10.2 Definitions

In addition to the definitions provided in Paragraph 1.2 of Rule 1, and unless the context in these Rules and Regulations otherwise requires:
a. "Additional Lottery Prizes" may include cash, merchandise, and/or services as determined by the Director.

b. "Advance Play" means the ability to purchase tickets for more than one consecutive draw with the first draw in the purchase being the current open draw.

c. "Aggregate Limit" means the maximum prize liability established for each drawing for a specified matching combination.

d. "Aggregate Prize Fund" means the maximum percentage of sales for each Jackpot Lottery game approved by the Lottery Commission that may be used to pay prizes in the game.

e. "Automated Draw Machine" (ADM) means the computer operating the certified random number generator software used to select the Jackpot game winning combination.

f. "Certified Drawing" means a drawing which complies with all requirements of C.R.S. 24-35-208(2)(d).

g. "Draw Break" means the period of time sales activity is suppressed and during which no Jackpot Game tickets may be sold, purchased or validated for the suppressed game(s).

h. "Drawing" means the procedure by which a random selection process of a winning combination of, but not limited to, digits, numbers or symbols, is conducted in accordance with the rules of the game as set forth in Specific Game Playing Rules.

i. "Drawing Guidelines" means the document that outlines the procedure and eligibility requirements for game or promotional drawing.

j. "Drawing Sales Period" means the period of time between ticket sales activation (during which Jackpot Game tickets may be sold, purchased or validated) and the draw break.

k. "Duplicate Ticket" means a ticket produced by any unauthorized method.

l. "Force Majeure" means an unexpected event (i.e. a natural disaster) that prevents the scheduled completion of an activity.

m. "Indirect Prize Category Contribution" means the difference between the "Aggregate Prize Fund" and actual prize expense that the Director, at his discretion, authorize to be used to increase prizes or pay additional prizes.

n. "Jackpot Game" means an individual Lottery game as described in specific game playing rules that utilizes a computer system to administer plays and in which a player or the computer system selects a combination of digits, numbers, or symbols. The Lottery will conduct periodic drawings to determine the winning combination(s) in accordance with the Specific Game Playing Rules for each Jackpot game.

o. "Jackpot Game Licensee" means a Lottery Licensee authorized by the Lottery to sell Jackpot Game tickets. Jackpot Game Licensees shall sell all Lottery games including, but not limited to, instant game tickets offered by the Lottery.

p. "Jackpot Game System" means the computer system(s) consisting of Retailer terminals, central processing equipment, and a communication network utilized to conduct Jackpot games.

q. "Net Sales" means gross sales less cancellations.

r. "Retailer Terminal" means the computer hardware through which Jackpot Game tickets are generated.
s. "Jackpot Game Ticket" means a computer-generated ticket issued by an Jackpot Game Licensee to a player as a receipt for the combination of digits, numbers, or symbols selected. That ticket shall be the only acceptable evidence of the combination of digits, numbers, or symbols selected. Jackpot Game tickets may be purchased only from Jackpot Game Licensees.

t. "Player-Selected Item" means a number or item or group of numbers or items selected by a player in connection with an Jackpot game. The number or group of numbers can be selected by a player using a Play Slip or on the behalf of the player by the Licensee manually using the Jackpot Game terminal.

u. "Prize Amounts" means the amount of money payable in each prize category to each share or the annuitized future value of each share in a prize category for each drawing.

v. "Prize Category" means the matching combinations as described in Specific Game Playing Rules.

w. "Prize Expense" means the accrued portion of net sales from all Lottery products that has been paid or obligated for the payment of prizes.

x. "Prize Expense Minimum" refers to C.R.S. 24-35-210 (9) and means the total amount of prize expense must be a minimum of fifty percent (50%) of the annual aggregate net Lottery ticket sales from all games, including instant, Jackpot Game and multi-state games.

y. "Quick Pick" means a number or item or group of numbers or items random selected by the Jackpot Game vendor system in connection with an Jackpot game.

z. "Shares" means the total number of matching combinations within each prize category as determined for each draw.

aa. "Specific Game Playing Rules" means the rules that are promulgated to govern separate Jackpot games and shall include, as though set forth verbatim, the term "Specific Game Playing Rules that are incorporated by reference as though fully set forth herein."

bb. "Ticket Bearer" means the person who has signed the Jackpot Game ticket or who has possession of an unsigned ticket.

c. "Validation" means the process of determining whether an Jackpot Game ticket presented for payment is a winning ticket.

dd. "Validation Number" means the number printed on the front of each Jackpot Game ticket that is used for validation.

ee. "Winning Combination" means one or more digits, numbers, or symbols randomly selected by the Lottery in a drawing that has been certified.

10.3 Sale of Tickets

a. Licensees shall make Lottery Jackpot Game tickets available for sale to the public between the hours of 4:30 a.m. and 11:59 p.m. Monday through Saturday and 8:00 a.m. and 11:59 p.m. Sunday if those hours are included in the licensee’s normal business hours and if the Jackpot Game system is available.

b. A licensee shall sell Lottery Jackpot Game tickets only at the premises specified in the license.
c. All retail Jackpot Game ticket sales are final and the return of a Lottery Jackpot Game ticket after sale shall not be accepted by the licensee, unless otherwise directed by the Director or as set forth in Paragraph 10.9 and Paragraph 10.17.d. or as may be set forth in Specific Game Playing Rules.

d. The Division itself may sell Lottery Jackpot Game tickets.

e. Notwithstanding any provision contained in these Rules and Regulations to the contrary, a licensee may be permitted, upon prior approval of the Director or his/her designee, to make gifts of Lottery tickets as a means of promoting the sale of goods and services to the public.

10.4 Payment of Prizes

a. The holder of a winning Jackpot Game ticket in the amount of $150.00 or less may take the ticket to any licensee location during the licensee's normal business hours for validation and payment. The holder of a winning Jackpot Game ticket in the amount of $151.00 to $599.00 may take the ticket to any licensee location during the licensee's normal business hours where licensees have the option of validating the ticket. All prizes shall be paid by the licensee upon presentation and validation of the ticket pursuant to instructions on the back of the Jackpot Game ticket and/or pursuant to instructions specified in the Game Guideline.

b. Any winning Jackpot Game ticket in any amount may be mailed or presented to a Lottery claims center for payment. The prizes shall be paid by the Lottery upon presentation and validation of the ticket pursuant to instructions on the back of the Jackpot Game ticket and/or pursuant to instructions specified in the Game Guideline.

c. The holder of a prize-winning ticket of $600.00 or more shall complete all of the information detailed on the Colorado Lottery claim form and submit the completed form and ticket by mail or in person to the Lottery. The Colorado Lottery shall pay the prize to the owner of the ticket upon validation.

1. A prizewinner, or a prizewinner's legally authorized representative, shall sign the winning Jackpot Game ticket and complete a claim form that is available from any licensee, Lottery Claim Center or the Colorado Lottery website. The claim form shall incorporate the following information:

   i. Verification that the prizewinner is not a person disqualified by law or by these Rules and Regulations to claim or otherwise accept a prize from the Lottery;

   ii. Notification that the prizewinner's name, city of residence and prize amount are public information. This same notification is given to one signing on behalf of a Jackpot Game ticket owner under a disability that prevents the prizewinner from signing in his/her own behalf;

   iii. The Lottery is not liable for any loss caused by a misrepresentation by the Jackpot Game ticket owner or the person claiming the prize on the winner's behalf.

2. The claim form may contain any other provision that the Lottery Director may deem necessary and proper to promote the public interest and trust or security and efficient operation of the Lottery.

3. Payment for a winning ticket will not occur unless all of the requirements on the claim form and winning ticket have been met or an acknowledgement that the information is unknown or unavailable. There is no obligation or duty of the Lottery, its employees or licensees, to make any inquiry of the truthfulness of information that appears on the claim form before payment to the claimant.
d. Payment of prizes shall be made to the claimant in person or by mail to the address provided by the claimant.

e. All prizes shall be paid within a reasonable time after they are awarded and after the claims are validated by the Lottery. Any prize requiring annuitized or installment payments shall be paid as specified in the Game Guideline.

f. The Lottery Director may delay any payment in order to review a change of circumstances relative to the prize awarded, the payee, the claim, or any other matter that may have come to their attention. All delayed payments will be paid to date immediately upon the Lottery Director’s confirmation that the payee is entitled to such payment; any remaining payments shall be paid per the Game Guideline.

g. The Lottery Director’s decision shall be final and binding upon all participants in the game with respect to the payment of all prizes.

h. The Lottery Director reserves the right to require a claimant to disclose the location or person from whom the claimant purchased the ticket.

i. Payment of any prize shall be made to the owner of the Jackpot Game ticket or their designee. All liability of the State, its officers and employees, and the Commission shall terminate upon payment.

j. In the event that a claim is filed on behalf of a legal entity other than the owner of the ticket for a prize payable for life, the legal entity shall designate an officer or director of that legal entity as the person on whose life such prize is to be paid and shall execute an agreement evidencing such designation. The specific requirements for payment will be detailed in the Game Guideline and/or Specific Drawing Guidelines.

k. In the event that the intercept program reveals an outstanding obligation for a winner of a prize, the prize will not be awarded until the intercept obligation is paid as set forth in 24-35-212(5) and 24-35-212.5.

l. A prize must be claimed no later than one hundred eighty (180) days after the drawing for which the in-state Jackpot Game ticket was purchased. Any person who fails to claim a prize which is held by the Lottery or its designee during the one hundred eighty (180) day claim period shall forfeit all rights to the prize and the amount of the prize shall remain in the Lottery Fund. Prizes claimed by mail must be documented as received at Lottery Headquarters by the 180th day after the announced end of game date.

10.5 Redemption of Bar-Coded Coupons

The Director, at his discretion, may from time to time deem it proper to authorize the use of bar-coded coupons to promote Lottery products. In the event such use is authorized by the Director, Licensees shall comply with all requirements and restrictions specified on the coupon and shall redeem and exchange bar-coded coupons for Lottery tickets only and not for cash.

10.6 Use of Coupons, Lottery Bucks, and Free Tickets

a. Coupons, Lottery Bucks and free tickets (hereafter referred to as “coupons”) are marketing tools used by the Lottery for promotions.

b. All coupons, when used for promotions, must be given to the consumer or public. In the event the Lottery uses a promotional partner to distribute coupons, the promotional partner must ensure all
coupons are issued to the consumer or public and any unused coupons are returned to the Lottery.

c. At no time may coupons be sold, used to purchase goods or services, pay off Lottery debts or reimburse a Licensee(s) for any loss.

d. At no time may a co-promoter, who has received a cash payment from the Lottery or a Lottery contractor as part of a promotional agreement, use the cash payment to purchase Lottery tickets for the promotion that the payment funded.

10.7 Payment of Prizes Upon the Death of the Prize Winner

Under no circumstances will the payment of a prize requiring annuitized or installment payments be accelerated before its normal date of payments because of the death of the prize winner. All prizes, or any portion thereof, that shall remain payable at the time of death of the prize winner shall be paid to the estate of such deceased prize winner (in accordance with the last will and testament of the deceased prize winner), unless the Director is directed otherwise pursuant to an appropriate judicial order. If the deceased prize winner died intestate, the payment will be made in accordance with the laws of descent and distribution of intestate property of the jurisdiction of domicile of the deceased prize winner, unless the Director is directed otherwise pursuant to an appropriate judicial order. Upon payment as provided by this Rule, the Division shall be discharged of any further liability.

10.8 Ownership of Tickets

a. Until such time as the Jackpot Game ticket is signed in the area designated, a Lottery Jackpot Game ticket shall be a bearer instrument, owned by the physical possessor of such ticket.

b. The Director shall only recognize as the true owner of a winning Lottery Jackpot Game ticket the person whose signature appears upon the ticket in the area designated for said purpose.

c. Jackpot Game tickets are bearer instruments; therefore, ownership of the ticket is established once a signature is placed on the back of the ticket where indicated. If ownership is questioned, the Division may make payment based upon information submitted to it on an affidavit proving ownership.

d. In the event there is an inconsistency in the information submitted on a claim form and as shown on the winning Jackpot Game ticket, the Director shall make an investigation and withhold all winnings awarded to the ticket owner or holder until such time as the Director is satisfied that the proper person is being paid.

e. The Director shall recognize only one (1) person as claimant on a Jackpot Game ticket. A claim may be made in the name of an organization only if the organization possesses a Federal Employer Identification Number (FEIN) issued by the Internal Revenue Service and such number is shown on the claim form. Groups, family units, clubs, or organizations without an FEIN shall designate one individual in whose name the claim is to be filed. If a claim is erroneously entered with multiple claimants, the claimants shall designate one of them as the individual recipient of the prize, or, if they fail to designate an individual recipient, the Director may designate any one of the claimants as the sole recipient. In either case, the claim shall then be considered as if it were originally entered in the name of the designated individual and payment of any prizes won shall be made to that single individual. Once an Jackpot Game ticket is validated, it will not be returned to the winner, but remains the property of the Lottery.

10.9 Mutilated or Erroneous Tickets
Unless the Director is satisfied that a mutilated Lottery Jackpot Game ticket is genuine, no credit will be issued to the holder of said ticket. If the Jackpot Game ticket is mutilated at the time of purchase, it must be returned to the licensee by the ticket holder within one (1) hour of purchase provided that the licensee is open, the Jackpot Game system is available for wagering and the Jackpot Game system has not converted to the next drawing period. In the event that the ticket cannot be cancelled at the terminal, the ticket must be submitted to the Lottery for investigation to determine if credit should be issued. A ticket submitted to the Lottery by the licensee for credit becomes the property of the Lottery, is invalid and ineligible for a prize. All credits for tickets must be approved by the Lottery Director or designee.

10.10 Lost or Stolen Tickets

The Director reserves the right to hold any prize, pending the findings of an investigation, when the Jackpot Game ticket presented for validation has been reported stolen or lost. At the Director's discretion, Jackpot Game tickets that are determined to be stolen will not be paid.

10.11 Purchaser's Obligations

In purchasing an Jackpot Game ticket, the purchaser agrees to comply with all provisions of the §24-35-201, C.R.S., et seq, these Rules and Regulations, all final decisions of the Director, and all instructions and directives established by the Director for the conduct of Jackpot games.

10.12 Persons Ineligible to Purchase Tickets

a. No person under the age of eighteen (18) may purchase Lottery Jackpot Game tickets.

b. No Jackpot Game ticket shall be purchased by and no prize shall be paid to any of the following:

   1. Any member of the Commission;

   2. Any employee of the Division, except when authorized by the Director for investigative purposes. But, in no event shall such employee be entitled to payment of any prize;

   3. Any officer, director, or employee of any supplier of Colorado Lottery Jackpot Game ticket materials or equipment, or the subcontractors thereof that have participated, in any manner, in the supplying of Colorado Lottery Jackpot Game ticket materials or equipment, except when authorized by the Director for investigative purposes. But, in no event shall any of such persons be entitled to payment of any prize;

   4. Any vendor precluded by its contract with the Lottery;

   5. Any member of the immediate family of 1., 2., 3. and 4. above.

c. No person who operates drawing equipment during a drawing or officially witnesses a drawing, and no member of the person's immediate family, shall purchase a ticket or receive a prize for the drawing in which said person operates drawing equipment or witnesses a drawing.

d. For the purposes of this Rule, "immediate family" shall include any spouse, child, brother, sister, and/or parent residing in the same household of any of the persons specified in Paragraph 10.12.b.

10.13 Licensee Commission, Cashing Bonus and Marketing Performance Bonus

a. Each licensee shall be entitled to receive a commission of six percent (6%) of sales from Jackpot Game tickets lawfully sold or disbursed by said licensee.
b. Each licensee shall be entitled to receive a cashing bonus of one percent (1%) of each prize paid by the licensee up to and including $599.

c. A Marketing Performance Bonus up to five-tenths of one percent (0.5%) may be earned by licensees that meet the criteria set forth by the Lottery Director or their designee.

d. The requirements of the marketing performance bonus plan to be met by licensees shall be established by the Lottery Director or his/her designee on an annual basis.

e. In order to receive a marketing performance bonus, each licensee must meet the following criteria:

1. A licensee must be licensed on the date the marketing performance bonus is declared;

2. A licensee must sell Jackpot Game tickets up to and including the final sales day in which the marketing performance bonus is declared;

3. A licensee must meet or exceed the requirements of the marketing performance bonus plan for the period for which the marketing performance bonus is declared.

f. In the event there is a residual resulting from the accrual of the one percent (1%) cashing bonus (10.13.b) and/or the five-tenths of one percent (.5%) marketing bonus (10.13.c) have been expensed, the Lottery Director may provide additional compensation to licensees as described in 10.13.c or may revert the excess amount thereby decreasing the bonus expense.

10.14 Price of Tickets and Prizes

a. The purchase price of each ticket for Colorado Lottery Jackpot Games shall be set per the Game Guideline. The licensee may be permitted to make gifts of Jackpot Game tickets as a means of promoting the sale of goods or services to the public upon receipt of prior approval by the Lottery Director.

b. The prize amounts or total amount of prize money allocated to the prize categories for Jackpot games shall be set forth in Specific Game Playing Rules.

In the event the prize expense is less than the Lottery Commission approved "Aggregate Prize Fund" for a specific game, the Director, in his discretion, may authorize the difference to be used to increase Lottery prize amounts or pay additional prizes for that game.

10.15 Drawings and End of Sales Prior To Drawings

a. Drawings shall be conducted at a location and on days and at times indicated in the individual game drawing guidelines. Drawing results are not official until verified.

b. The Director shall determine for each type of Jackpot game the draw break or time for the end of sales prior to the drawings. Jackpot Game Terminals will not process orders for Jackpot Game tickets for that drawing after the time established by the Director.

c. The Director shall designate the type of equipment to be used and shall establish procedures to randomly select the winning combination for each type of Jackpot game.

10.16 Number and Size of Prizes

The number and sizes of Jackpot Game cash and non-cash-winning prizes shall be as set forth in the specific game rule and/or specific game drawing guidelines.
10.17 Validation Requirements

a. To be a valid winning Jackpot Game ticket, all of the following conditions must be met:

1. All printing on the ticket shall be present in its entirety, be legible, and correspond, using the computer validation file, to the combination and date printed on the ticket.

2. The ticket shall be intact.

3. The ticket shall not be mutilated, altered, or tampered with in any manner.

4. The ticket shall not be counterfeit or an exact duplicate of another winning ticket.

5. The ticket must have been issued by an authorized Jackpot Game Licensee in an authorized manner.

6. The ticket must not have been stolen.

7. The ticket must not have been canceled or previously paid.

8. The ticket shall pass all other confidential security checks of the Lottery.

b. Any ticket failing any validation requirement listed in subsection 10.17.a is invalid and ineligible for a prize. If a court of competent jurisdiction determines that a claim based on a ticket that has failed to validate solely because of subsection 10.17.a. 7. of this section is valid, the claim shall be paid as a prize pursuant to Section 10.4 and Specific Game Playing Rules. The Licensee that canceled or paid such ticket shall indemnify the Lottery for payment of the prize and shall also indemnify the Lottery from any other claim, suit, or action based on that ticket.

c. The Director may require the payment of the prize for a ticket that is partially mutilated or is not intact if the Jackpot Game ticket can still be validated by other validation methods and requirements.

d. In the event a defective Jackpot Game ticket is purchased, the only responsibility or liability of the Lottery or the Jackpot Game Licensee shall be the replacement of the defective Jackpot Game ticket with another Jackpot Game ticket (or a ticket of equivalent sales price from any other current Lottery game).

10.18 Assignment of Prizes

a. The winner of an annuitized or installment payment prize in any Jackpot game being paid in annuitized or installment payments who desires to assign the right to unpaid future annuitized or installment payments must comply with C.R.S. 24-35-212(1)(b) and (1.5). Pursuant to C.R.S. 24-35-212 (1.5)(f), reasonable fees to defray administrative expenses shall be reviewed and approved by the Colorado Lottery Director on an annual basis.

b. Payment of a prize upon death of a prize winner will not be accelerated before its normal date of payments due to the death of the prizewinner. The remaining portion of the prize shall be paid to the estate in accordance with the last will and testament of the deceased prizewinner, unless overruled by a court of law. If the prizewinner dies without a will, the payment will be made in accordance with the applicable state laws of the deceased prizewinner, unless overruled by a court of law. Once payment is made in accordance with this rule the Lottery will hold no further liability.
AMENDED RULE 10.A - COLORADO LOTTERY JACKPOT GAME "LOTTO"

BASIS AND PURPOSE FOR AMENDED RULE 10.A

The purpose of Amended Rule 10.A is to provide specific game details and requirements for the Colorado Lottery Jackpot Game "LOTTO" such as type of play, prizes, method of selecting winning numbers, drawings, and the allocation of revenues. The statutory basis for Rule 10.A is found in C.R.S. 24-35-208 (1) (a) and (2), 24-35-212 and 24-35-212.5.

10.A.1

A Colorado Lottery Jackpot game to be known as "Lotto" is authorized to be conducted by the Director under the following Rules and Regulations and under such further instructions and directives as the Director may issue in furtherance thereof. If a conflict arises between Rule 10 and this Amended Rule 10.A, Amended Rule 10.A shall apply.

10.A.2 Definitions

In addition to the definitions provided in Paragraph 1.2 of Rule 1 and Rule 10, and unless the context in this Amended Rule 10.A otherwise requires:

A. "Base contribution" means an amount contributed to the Jackpot prize category in order to fund the initial drawing.

B. "Board" means a field of the 42 numbers found on the play slip.

C. "Direct Prize Category Contribution" means a percentage of net sales allocated to the prize categories as described in Paragraph 10.A.5.c.

D. "Indirect Prize Category Contribution" means a discretionary contribution authorized by the Director allocated to the prize categories as described in Paragraph 10.A.5.c. However, the total discretionary indirect prize category contributions shall not allow the game to pay out more than an additional 5.0% of sales in prizes in any single fiscal year. Unclaimed prizes will not be considered in this calculation.

E. "Jackpot Prize" means a pari-mutuel prize that is advertised to be paid with per-winner annuities or as a lump sum cash payment, unless otherwise specified by the Lottery.

F. "Jackpot Game Shares" means the total number of matching combinations within each prize category as determined for each drawing.

G. "Number" means any play integer from 1 through 42 inclusive.

H. "Play" means the six numbers selected on each Board and printed on the ticket.

I. "Play slip" means a mark-sense game card used by players of Lotto to select plays. There shall be ten game grids, or boards, on each play slip identified as A, B, C, D, E, F, G, H, I, and J. A play slip has no pecuniary value and shall not constitute evidence of ticket purchase or of numbers selected.

J. "Roll-over" means the amount from the direct prize category contribution from previous drawing(s) in the first prize (Jackpot) category that is carried forward to the first prize category (Jackpot) for the next drawing.

10.A.3 Price of Lotto Ticket
The price of each Lotto play shall be $1.00 but may be adjusted at the Director, or designee’s, discretion.

10.A.4 Play for Lotto

A. Type of play:

A Lotto player must select six numbers in each play. A winning play is achieved only when 3, 4, 5, or 6 of the numbers selected by the player match, in any order, the six winning numbers drawn by the Lottery.

B. Method of play:

1. Manual – The Jackpot Game retailer may enter the player’s selected numbers via the keyboard on the Jackpot Game terminal.

2. Play Slip - The player may use an original play slip provided by the Lottery to make number selections. The Jackpot Game terminal will read the play slip and issue a ticket with corresponding plays.
   a. Facsimiles of play slips, copies of play slips, or other materials that have not been printed or approved by the Lottery shall not be used to enter a play.
   b. No device shall be connected to a Jackpot Game terminal to enter plays, except as may be approved by the Lottery.
   c. Unapproved play slips or other devices may be seized by the Lottery.
   d. The play slip must be marked by hand. Machine-printed play slips used to enter plays must be approved by the Director. Unapproved machine-printed play slips may be seized by the Lottery.
   e. Nothing in this regulation shall be deemed to prevent a person with a physical disability who would otherwise be unable to mark a play slip manually from using any device intended to permit such person to make such a mark (for his/her sole personal use or benefit).

3. Quick Pick – The Jackpot Game retailer can create ticket(s) using the Jackpot Game terminal where the play has been created using a random number generator operated by the Jackpot Game terminal.

4. Partial Quick Pick - A player may leave a portion of his/her play selections to a random number generator operated by the Jackpot Game terminal. The partial quick pick option can be used with a play slip or manual entry by the retailer.

10.A.5 Prizes For Lotto

A. The prize amounts for each drawing paid to each Lotto player who selects a matching combination of numbers will vary due to a pari-mutuel calculation. The prize amounts are based on the total amount in the prize category for that Lotto drawing distributed equally over the number of matching combinations in each prize category.
### Matching Combinations | Prize Category | Odds of Winning (One Play)
--- | --- | ---
All six matching numbers in one play | First Prize (Jackpot) | 1: 5,245,785
Any five but not six matching numbers in one play | Second Prize | 1: 24,286
Any four but not five or six matching numbers in one play | Third Prize | 1: 555
Any three but not four, five, or six matching numbers in one play | Fourth Prize | 1: 36

B. The projected aggregate prizes as a percentage of sales for Lotto is Fifty-two and Seven-tenths Percent (52.7%). This projection does not include unclaimed prizes.

C. Prize Categories

1. First Prize (Jackpot) – The Jackpot will start each time at an annuitized future value of at least $1 million for the first drawing after it is won. The total prize category contribution for a drawing may include the following:
   a. A direct prize category contribution of twenty-five percent (25%) of net sales for the drawing, which may be adjusted as authorized by the director.
   b. A base contribution of $500,000. The Lotto base contribution may be adjusted as authorized by the Director if increased sales warrant a higher starting jackpot.
   c. A roll-over contribution as defined in Paragraph 10.A.2.j of this Rule 10.A.
   d. An indirect prize category contribution authorized by the Director.

2. Second Prize – The second prize category may include the following:
   a. A direct prize category contribution of two percent (2%) of the net sales for the drawing.
   b. An indirect prize category contribution as authorized by the Director.

   A prize amount shall be calculated by dividing the prize category contribution by the number of shares for the prize category. A share is the matching combination, in one play, of any five of the six numbers drawn (in any sequence).

3. Third Prize – The third prize category may include the following:
   a. A direct prize category contribution of seven and one-half percent (7.5%) of the net sales for the drawing.
   b. An indirect prize category contribution as authorized by the Director.
A prize amount shall be calculated by dividing the prize category contributions by the number of shares for the prize category. A share is the matching combination, in one play, of any four of the six numbers drawn (in any sequence).

4. Fourth Prize – The fourth prize category may include the following:

   a. A direct prize category contribution of ten percent (10%) of the net sales for the drawing.

   b. An indirect prize category contribution as authorized by the Director.

   A prize amount shall be calculated by dividing the prize category contributions by the number of shares for the prize category. A share is the matching combination, in one play, of any three of the six numbers drawn (in any sequence).

5. Additional Lottery Prizes may be awarded as authorized by the Director from the Indirect Prize Category contribution.

6. All prize amounts will be rounded down to the nearest dollar except that no prize amount shall be less than one dollar ($1).

10.A.6 Payment of Prizes

A. The holder of a winning ticket may win only one prize per play in connection with the winning numbers drawn and shall be entitled only to the highest prize category won by those numbers.

B. Players will be given the option of receiving their share of the first prize (Jackpot) over a period of 25 years through a fixed progressive 25-year annuity with the initial payment made by the Lottery on the date of claim and 24 additional payments made yearly on the anniversary of the first payment, or a one-time lump sum payment equal to fifty percent (50%) of their share of the annuitized jackpot amount.

C. The annuitized future value of the first (Jackpot) prize category shall be twice the cash value of the total Jackpot prize category contribution as defined in Paragraph 10.A.5.c.1.

D. To determine the annuitized future value of each jackpot share (prize amount), the annuitized future value of the prize category is divided by the shares. A share is the matching combination, in one play, of all six numbers drawn (in any sequence).

E. If the annuitized future value of each jackpot share (prize amount) results in an initial or first payment of ten thousand dollars ($10,000) or more and the annuity option has been selected, the prize amount shall be a fixed progressive 25-year annuity. The initial annuity payment shall be paid by the Lottery at the time of claim and be 2.5% of the future value of the annuity. Each subsequent annual payment (#2 through #25) shall increase by 3.7% of the previous annual payment.

F. Players who select the annuitized payment shall have the ability to change their prize payment selection from annuitized payment to lump sum payment for up to ninety days from the original date of claim. This period may be extended at the discretion of the Director or the Director’s designee. If a player chooses the lump sum payment after the initial annuitized payment is made to the player by the Lottery, the player will receive the remaining amount of the original cash value prize, less taxes, in a single second payment.

G. If the annuitized future value of each jackpot share (prize amount) results in an initial or first payment of less than ten thousand dollars ($10,000) the annuity option will not be allowed and the prize amount will be paid in one payment.
10.A.7 Ticket Purchases

A. Lotto tickets may be purchased only from a Lottery retailer authorized by the Director to sell Jackpot Game tickets.

B. Lotto tickets shall show, at a minimum, the numbers selected, the boards played, drawing date and validation and reference numbers.

C. The Lottery shall not directly and knowingly sell a combination of tickets to any person or entity that would guarantee such purchaser a win.

D. A player may cancel a ticket and receive a refund of the purchase price for any draw provided the following criteria are met:
   1. The legible ticket is returned to the Jackpot Game retailer from whom the player purchased;
   2. It is returned within one (1) hour of purchase;
   3. The retailer is open;
   4. The Jackpot Game system is available for wagering; and
   5. The Jackpot Game system has not converted to the next drawing period.

10.A.8 Drawings

A. The Lotto drawings shall be held as scheduled by the Director and as indicated in the Drawing Guidelines. In the event of an act of Force Majeure the drawing shall be rescheduled at the Director’s, or the Director’s designee, discretion.

B. The drawings will be conducted by Lottery officials and comply with Colorado Revised Statutes.

C. Each drawing shall determine, at random, six winning numbers in accordance with Drawing Guidelines. Any numbers drawn are not declared winning numbers until the drawing is certified by the Lottery in accordance with paragraph 10.A.8.d. The winning numbers shall be used in determining all Lotto winners for that drawing. If a drawing is not certified, another drawing will be conducted to determine actual winners.

D. The drawing shall not be invalidated based on the liability of the Lottery.

10.A.9 Advance Play

Advance play provides the opportunity to purchase Lotto tickets for more than one drawing. Advance play tickets shall be available for purchase in variable increments. The Advance Play feature shall be available at the discretion of the Lottery Director.

10.A.10 Licensee Commission

A. In addition to the six percent (6%) Commission set forth in Paragraph 10.14 of Rule 10, the Director may provide such additional compensation to the licensees as is deemed appropriate by the Director to further the sale of Lotto tickets, so long as such additional compensation is made equally available to all licensees and does not exceed a total of seven-tenths of one percent (0.7%) of the total amount received by the Division from all Lotto tickets sold or disbursed as of the date the Director determines to provide such additional compensation. The seven-tenths of one percent (0.7%) described above shall consist of the following:
1. Two-tenths of one percent (0.2%) of sales from Lotto tickets lawfully sold or disbursed by a Jackpot Game retailer shall be accrued to pay Jackpot Game retailers a one percent (1%) cashing bonus for each Lotto prize redeemed by retailers up to and including $599.99.

2. Up to one-half of one percent (0.5%) of sales from Lotto tickets lawfully sold or disbursed by a Jackpot Game retailer shall be accrued to pay Jackpot Game retailers a marketing performance bonus.

B. In order to receive the marketing performance bonus, each Jackpot Game retailer must meet the following criteria:

1. A retailer must be a licensed retailer on the date the marketing performance bonus is declared;

2. A retailer must meet or exceed the requirements of the Marketing Performance Bonus Plan for the period for which the marketing performance bonus is declared; and

3. The requirements of the Marketing Performance Bonus Plan to be met by Jackpot Game retailers shall be established by the Lottery Director or his/her designee.

C. In the event there is a residual resulting from the accrual of the seven-tenths of one percent (0.7%) of sales after the bonuses described in 10.A.10.a.1 and 2 have been expensed, the Director may provide additional compensation to licensees as described in 10.A.10.a or may revert the excess amount thereby decreasing the bonus expense.

RULE 10.B - COLORADO LOTTERY JACKPOT GAME "PICK 3"

BASIS AND PURPOSE FOR RULE 10.B

The purpose of Rule 10.B is to provide specific game details and requirements for the Colorado Lottery Jackpot Game "Pick 3" such as type of play, prizes, method of selecting winning numbers, drawings, and the allocation of revenues. The statutory basis for Rule 10.B is found in C.R.S. 24-35-208 (1) (a) and (2), 24-35-212 and 24-35-212.5.

10.B.1

A Colorado Lottery Jackpot game to be known as "Pick 3" is authorized to be conducted by the Director under the following Rules and Regulations and under such further instructions and directives as the Director may issue in furtherance thereof. If a conflict arises between Rule 10 and this Rule 10.B, Rule 10.B shall apply.

10.B.2 Definitions

In addition to the definitions provided in Paragraph 1.2 of Rule 1 and Rule 10, and unless the context in this Rule 10.B otherwise requires:

A. "Board" means a field of three (3) matrixes of ten (10) numbers found on the play slip.

B. "Matrix" means the grid of numbers comprised of ten (10) numbers (0 - 9) from which Pick 3 game numbers are selected.

C. "Maximum Liability" means a combination of numbers will be considered sold out when the liability for the combination in exact play style reaches one thousand (1,000) combinations sold.
D. "Number" means any play integer from 0 through 9 inclusive.

E. A "Play" shall consist of three (3) numbers selected by the player or Quick Pick.

F. "Play Slip" means a mark-sense game card used by players of Pick 3 to select Plays. There shall be five (5) game boards on each Play Slip identified as A, B, C, D and E. A Play Slip has no pecuniary value and shall not constitute evidence of ticket purchase or of numbers selected.

G. "Prize Category Contribution" means and refers to contributions for each drawing to the prize categories from the prize pool.

H. "Quick Pick" means a computer generated selection of one (1), two (2), or three (3) numbers.

I. "Ticket" contains one (1) to five (5) play(s).

10.B.3 Price of Pick 3 Ticket

The price of each Pick 3 play shall be fifty cents ($0.50). Tickets may be purchased in fifty cent ($0.50) increments and beginning April 27, 2014, may be purchased in any of the following combinations:

A. Exact Order 1 Play  Base price $0.50  Optional prices $1.00, $2.00, $5.00
B. Any Order (6-way) 1 Play  Base price $0.50  Optional prices $1.00, $2.00, $5.00
C. Any Order (3-way) 1 Play  Base price $0.50  Optional prices $1.00, $2.00, $5.00
D. Exact/Any Order 2 Plays  Base Price $1.00  Optional prices $2.00, $5.00
   1. Exact Order (6-way)
   2. Any Order (6-way)
E. Exact/Any Order 2 Plays  Base Price $1.00  Optional prices $2.00, $5.00
   1. Exact Order (3-way)
   2. Any Order (3-way)
F. Front Pair 1 Play  Base price $0.50  Optional prices $1.00, $2.00, $5.00
G. Back Pair 1 Play  Base price $0.50  Optional prices $1.00, $2.00, $5.00

10.B.4 Play for Pick 3

A. Type of play:

   A Pick 3 play shall consist of three (3) numbers.

B. Method of play:

   1. The player may select three (3) numbers from a field of numbers, 0 – 9 inclusive. The selected numbers may be three (3) separate individual numbers or an individual number may be repeated two (2) or three (3) times in a single play. Examples of single plays are:
a. Individual numbers selected - (1, 3, 5)

b. Two numbers repeated – (1,1,5) (1,5,1) (5,1,1)

c. Three numbers repeated (1,1,1)

2. The player will select a bet type:

a. Exact Order - Equals one (1) play. Player selects either three (3) unique numbers, one (1) unique number and two (2) numbers repeated, or three (3) numbers repeated from the field of zero through nine (0-9), inclusive.

b. Any Order (6-way) – Equals one (1) play. Player selects three (3) unique numbers from the field of zero through nine (0-9), inclusive.

c. Any Order (3-way) – Equals one (1) play. Player selects one (1) unique number and two (2) numbers repeated from the field of zero through nine (0-9), inclusive.

d. Exact Order/Any Order (6-way) - Equals two (2) plays. Player selects three (3) unique numbers from the field of zero through nine (0-9), inclusive.

f. Exact Order/Any Order (3-way) - Equals two (2) plays. Player selects one (1) unique number and two (2) repeated numbers from the field of zero through nine (0-9), inclusive.

g. Front Pair - Equals one (1) play. Player selects either three (3) unique numbers, one (1) unique number and two (2) repeated numbers, or three (3) repeated numbers from the field of zero through nine (0-9), inclusive.

h. Back Pair - Equals one (1) play. Player selects either three (3) unique numbers, one (1) unique number and two (2) repeated numbers, or three (3) repeated numbers from the field of zero through nine (0-9), inclusive.

3. The player may use Play Slips to make number selections. The Jackpot Game terminal will read the Play Slip and issue ticket(s) with corresponding Plays. If a Play Slip is not available, the Jackpot Game retailer may enter the selected numbers via the keyboard. A player may leave all or a portion of his/her play selections to a random number generator operated by the computer, commonly referred to as "Quick Pick" or "partial Quick Pick."

C. Methods of winning

1. Exact Order – The player selected three (3) numbers match the Lottery numbers drawn in the exact same order

2. Any Order – The player selected three (3) numbers match the Lottery numbers drawn in any order

3. Exact Order/Any Order – The player selected three (3) numbers match the Lottery numbers drawn in exact order or any order

4. Front Pair - The first two (2) player selected numbers match the first two (2) Lottery numbers drawn in exact order

5. Back Pair - The last two (2) player selected numbers match the last two (2) Lottery numbers drawn in exact order
10.B.5 Prizes For Pick 3

A. Pick 3 prize amounts, for each drawing, are paid to those players who select a matching combination of numbers from the three (3) numbers selected by the Lottery in a random drawing. The prize amounts for each prize category and odds of winning are as follows:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>Odds</th>
<th>If You Play</th>
<th>Winning Combinations</th>
<th>$0.50</th>
<th>$1.00</th>
<th>$2.00</th>
<th>$5.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exact Order</td>
<td>1:1000</td>
<td>567</td>
<td>567</td>
<td>$250</td>
<td>$500</td>
<td>$1,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>Any Order (6-way) 3 unique numbers</td>
<td>1:167</td>
<td>567</td>
<td>567 576 657 675 756 765</td>
<td>$40</td>
<td>$80</td>
<td>$160</td>
<td>$400</td>
</tr>
<tr>
<td>Any Order (3-way) 2 of the same number</td>
<td>1:333</td>
<td>566</td>
<td>566 656 665</td>
<td>$80</td>
<td>$160</td>
<td>$320</td>
<td>$800</td>
</tr>
<tr>
<td>Exact Order/Any Order (6-way exact order)</td>
<td>1:1000</td>
<td>567</td>
<td>567</td>
<td>N/A</td>
<td>$250</td>
<td>$500</td>
<td>$1250</td>
</tr>
<tr>
<td>Exact Order/Any Order (6-way any order)</td>
<td>1:167</td>
<td>567</td>
<td>567 576 657 675 756 765</td>
<td>N/A</td>
<td>$40</td>
<td>$80</td>
<td>$200</td>
</tr>
<tr>
<td>Exact Order/Any Order (3-way exact order)</td>
<td>1:1000</td>
<td>566</td>
<td>566</td>
<td>N/A</td>
<td>$250</td>
<td>$500</td>
<td>$1250</td>
</tr>
<tr>
<td>Exact Order/Any Order (3-way any order)</td>
<td>1:333</td>
<td>566</td>
<td>566 656 665</td>
<td>N/A</td>
<td>$80</td>
<td>$160</td>
<td>$400</td>
</tr>
<tr>
<td>Front Pair</td>
<td>1:100</td>
<td>56x</td>
<td>560 561 562 563 564 565 566 567 568 569</td>
<td>$30</td>
<td>$60</td>
<td>$120</td>
<td>$300</td>
</tr>
<tr>
<td>Back Pair</td>
<td>1:100</td>
<td>X65</td>
<td>065 165 265 365 465 565 665 765 865 965</td>
<td>$30</td>
<td>$60</td>
<td>$120</td>
<td>$300</td>
</tr>
</tbody>
</table>

B. The maximum total liability for exact play style match is reached when a single combination is purchased one thousand (1,000) times. No additional exact combinations may be sold once the one thousand (1,000) limit is reached (i.e. 1,2,3 is sold 1,000 times, no additional bets of 1,2,3 are allowed in the Exact Order or Exact/Any Order betting options).

C. All prizes levels are fixed as indicated in 10.B.5.A.

D. The prize fund for Pick 3 is fifty and twenty-nine one hundredths percent (50.29%).

10.B.6 Payment of Prizes

The holder of a winning ticket shall be entitled to the highest prize amount based on the play selection and bet amount as indicated in section 10.B.5 A.

10.B.7 Ticket Purchases

A. Pick 3 tickets may be purchased only from a Lottery retailer authorized by the Director to sell Jackpot Game tickets.
B. Pick 3 tickets shall show, at a minimum, the numbers selected, the bet type, the bet amount, drawing date, validation and reference numbers.

C. Plays may be entered manually using the Jackpot Game terminal keypad or by means of an original Play Slip provided by the Lottery. Facsimiles of Play Slips, copies of Play Slips, or other materials that are inserted into the Jackpot Game terminal’s Play Slip reader and that have not been printed or approved by the Lottery shall not be used to enter a Play. No device shall be connected to a Jackpot Game terminal to enter Plays, except as may be approved by the Lottery. Unapproved Play Slips or other devices may be seized by the Lottery.

D. A player may cancel a ticket and receive a refund of the purchase price for any draw provided the following criteria are met:

1. The legible ticket is returned to the Jackpot Game retailer from whom the player purchased;
2. It is returned within one (1) hour of purchase;
3. The retailer is open;
4. The Jackpot Game system is available for wagering; and
5. The Jackpot Game system has not converted to the next drawing period.

10.B.8 Drawings

A. Pick 3 drawings shall be held as schedule by the Director, and as indicated in the Drawing Guidelines. In the event of force majeure the drawing shall be rescheduled at the Director’s, or the Director’s designee, discretion.

B. The drawings will be conducted by Lottery officials and comply with Colorado Revised Statutes.

C. Each drawing shall determine, at random, three (3) winning numbers in accordance with Drawing Guidelines. Any numbers drawn are not declared winning numbers until the drawing is certified by the Lottery in accordance with paragraph 10.B.8 B. The winning numbers shall be used in determining all Pick 3 winners for that drawing. If a drawing is not certified, another drawing will be conducted to determine actual winners.

D. The drawing shall not be invalidated based on the liability of the Lottery.

10.B.9 Licensee Commission

A. In addition to the six percent (6%) Commission set forth in Paragraph 10.13 of Rule 10, the Director may provide such additional compensation to licensees as is deemed appropriate by the Director to further the sale of Pick 3 tickets, so long as such additional compensation is made equally available to all licensees and does not exceed a total of ninety-six hundredths of one percent (0.96%) of the total amount received by the Division from all Pick 3 tickets sold or disbursed as of the date the Director determines to provide such additional compensation. The ninety-six hundredths of one percent (0.96%) described above shall consist of the following:

1. Forty-six hundredths of one percent (0.46%) of sales from all Pick 3 tickets lawfully sold or disbursed by an Jackpot Game retailer shall be accrued to pay Jackpot Game retailers a one percent (1%) cashing bonus for each Pick 3 prize redeemed by Jackpot Game retailers up to and including $599.99.
2. One-half of one percent (0.5)% of sales from all Pick 3 tickets lawfully sold or disbursed by a Jackpot Game retailer shall be accrued to pay Jackpot Game retailers a performance bonus as detailed in the current program for Colorado Lottery retailers.

B. In the event there is a residual resulting from the accrual of the ninety-six hundredths of one percent (0.96%) of sales after the bonuses described in 10.B.9.a. 1. and 2. has been expensed, the Director may provide additional compensation to licensees as described in 10.B.9 A or may revert the excess amount thereby decreasing the bonus expense.

10.B.10 Advance Play

Advance Play provides the opportunity to purchase Pick 3 tickets for more than one consecutive drawing. Advance Play tickets shall be available for purchase in variable increments. The Advance Play feature shall be available at the discretion of the Lottery Director.

RULE 10.D - CASH 5

BASIS AND PURPOSE OF AMENDED RULE 10.D

The purpose of Rule 10.D is to provide specific game details and requirements for the Colorado Lottery Jackpot Game "CASH 5" such as type of play, prizes, method of selecting winning numbers, drawings, and the allocation of revenues. The statutory basis for Rule 10.D is found in C.R.S. 24-35-208 (1) (a) and (2), 24-35-212 and 24-35-212.5.

10.D.1

A Colorado Lottery Jackpot game to be known as "Cash 5" is authorized to be conducted by the Director under the following Rules and Regulations and under such further instructions and directives as the Director may issue in furtherance thereof. If a conflict arises between Rule 10 and this Rule 10.D, Rule 10.D shall apply.

10.D.2 Definitions

In addition to the definitions provided in Paragraph 1.2 of Rule 1 and Rule 10, and unless the context in this Rule 10.D otherwise requires:

a. "Board" means a field of the 32 numbers found on the play slip.

b. "Number" means any play integer from 1 through 32 inclusive.

c. "Play" means the five numbers selected on each Board and printed on the ticket.

d. "Play slip" means a mark-sense game card used by players of Cash 5 to select plays. There shall be ten game grids, or boards, on each play slip identified as A, B, C, D, E, F, G, H, I, and J. A play slip has no pecuniary value and shall not constitute evidence of ticket purchase or of numbers selected.

10.D.3 Price Of Cash 5 Tickets

The price of each Cash 5 play shall be $1.00 but may be adjusted at the Director, or designee’s, discretion.

10.D.4 Play For Cash 5

a. Type of play:
A Cash 5 player must select five numbers in each play. A winning play is achieved only when 2, 3, 4, or 5 of the numbers selected by the player match, in any order, the five winning numbers drawn by the Lottery.

b. Method of play:

1. Manual - The Jackpot Game retailer may enter the player’s selected numbers via the keyboard on the Jackpot Game terminal.

2. Play Slip - The player may use an original play slip provided by the Lottery to make number selections. The Jackpot Game terminal will read the play slip and issue a ticket with corresponding plays.
   i. Facsimiles of play slips, copies of play slips, or other materials that have not been printed or approved by the Lottery shall not be used to enter a play.
   ii. No device shall be connected to an Jackpot Game terminal to enter plays, except as may be approved by the Lottery.
   iii. Unapproved play slips or other devices may be seized by the Lottery.
   iv. The play slip must be marked by hand. Machine-printed play slips used to enter plays must be approved by the Director. Unapproved machine-printed play slips may be seized by the Lottery.
   v. Nothing in this regulation shall be deemed to prevent a person with a physical disability who would otherwise be unable to mark a play slip manually from using any device intended to permit such person to make such a mark (for his/her sole personal use or benefit).

3. Quick Pick - The Jackpot Game retailer can create ticket(s) using the Jackpot Game terminal where the play has been created using a random number generator operated by the Jackpot Game terminal.

4. Partial Quick Pick - A player may leave a portion of his/her play selections to a random number generator operated by the Jackpot Game terminal. The partial quick pick option can be used with a play slip or manual entry by the retailer.

10.D.5 Prizes For Cash 5

a. Cash 5 prize amounts, for each drawing, are paid to those players who select a matching combination of numbers from the five (5) numbers selected by the Lottery in a random drawing. The prize amounts for each prize category and odds of winning are as follows:

<table>
<thead>
<tr>
<th>MATCHING COMBINATIONS</th>
<th>PRIZE CATEGORY</th>
<th>ODDS OF WINNING (ONE PLAY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>All five matching numbers in one play</td>
<td>$20,000.00</td>
<td>1:201,375</td>
</tr>
<tr>
<td>Any four but not five matching numbers in one play</td>
<td>$200,00</td>
<td>1:1,491</td>
</tr>
</tbody>
</table>
Any three but no four or five matching numbers in one play $10.00 1:57

Any two but not three, four or five matching numbers in one play $1.00 1:6

b. Aggregate Limit - In the event more than ten (10) tickets win the top prize in any one drawing (correctly match five numbers in any one play), all top prize winning tickets will receive an equal share of Two Hundred Thousand Dollars ($200,000.00).

c. The projected aggregate prize fund for Cash 5 is Fifty-five and Twenty-nine One Hundredths Percent (55.29%).

d. Additional Lottery prizes may be awarded as authorized by the Director from the Indirect Prize Category Contribution as specified in Specific Game Playing Rules.

e. The holder of a winning ticket may win only one prize per play in connection with the winning numbers drawn and shall be entitled only to the highest prize category won by those numbers.

10.D.6 Ticket Purchases

a. Cash 5 tickets may be purchased only from a Lottery retailer authorized by the Director to sell Jackpot Game tickets.

b. Cash 5 tickets shall show at a minimum, the numbers selected, boards played, drawing date and validation and reference numbers.

c. The Lottery shall not directly and knowingly sell a combination of tickets to any person or entity which would guarantee such purchaser a win.

d. A player may cancel a ticket and receive a refund of the purchase price for any draw provided the following criteria are met:
   1. The legible ticket is returned to the Jackpot Game retailer from whom the player purchased;
   2. It is returned within one (1) hours of purchase;
   3. The retailer is open;
   4. The Jackpot Game system is available for wagering; and
   5. The Jackpot Game system has not converted to the next drawing period.

10.D.7 Drawings

a. Cash 5 drawings shall be held as scheduled by the Director and as indicated in the Drawing Guidelines. In the event of an act of Force Majeure the drawing shall be rescheduled at the Director’s, or the Director’s designee, discretion.

b. The drawings will be conducted by Lottery officials and comply with Colorado Revised Statutes.

c. Each drawing shall determine, at random, five winning numbers in accordance with Drawing Guidelines. Any numbers drawn are not declared winning numbers until the drawing is certified by the Lottery in accordance with paragraph 10.D.7 d). The winning numbers shall be used in
d. The drawing shall not be invalidated based on the liability of the Lottery.

10.D.8 Advance Play

Advance play provides the opportunity to purchase Cash 5 tickets for more than one drawing. Advance play tickets shall be available for purchase in variable increments. The Advance Play feature shall be available at the discretion of the Lottery Director.

10.D.9 Licensee Commission

a. In addition to the six percent (6%) Commission set forth in Paragraph 10.14 of Rule 10, the Director may provide such additional compensation to licensees as is deemed appropriate by the Director to further the sale of Cash 5 tickets, so long as such additional compensation is made equally available to all licensees and does not exceed a total of ninety-five and twenty-nine hundredths of one percent (0.9529%) of the total amount received by the Division from all Cash 5 tickets sold or disbursed as of the date the Director determines to provide such additional compensation. The ninety-five and twenty-nine hundredths of one percent (0.9529%) described above shall consist of the following:

1. Forty-five and twenty-nine hundredths of one percent (0.4529%) of sales from all Cash 5 tickets lawfully sold or disbursed by an Jackpot Game retailer shall be accrued to pay Jackpot Game retailers a one percent (1%) cashing bonus for each Cash 5 prize redeemed by Jackpot Game retailers up to and including $599.

2. Up to one-half of one percent (0.5)% of sales from all Cash 5 tickets lawfully sold or disbursed by an Jackpot Game retailer shall be accrued to pay Jackpot Game retailers a marketing performance bonus.

b. In order to receive the marketing performance bonus each Jackpot Game retailer must meet the following criteria:

1. A retailer must be a licensed retailer on the date additional compensation is declared;

2. A retailer must meet or exceed the requirements of the Marketing Performance Bonus Plan for the period in which additional compensation is declared; and

3. The requirements of the Marketing Performance Bonus Plan to be met by Jackpot Game retailers shall be established by the Lottery Director or his designee.

c. In the event there is a residual resulting from the accrual of the ninety-five and twenty-nine hundredths of one percent (0.9529%) of sales after the bonuses described in 10.D.9 a.1. and 2. have been expensed, the Director may provide additional compensation to licensees as described in 10.D.9 a. or may revert the excess amount thereby decreasing the bonus expense.

RULE 10.E - COLORADO LOTTERY JACKPOT GAME "MATCHPLAY" [Repealed eff. 06/30/2013]

RULE 10.F - COLORADO LOTTERY JACKPOT GAME "RAFFLE 3" [Repealed eff. 01/30/2014]

RULE 10.G - COLORADO LOTTERY JACKPOT GAME "RAFFLE" DRAWING 2 [Repealed Eff. 08/30/2012]

RULE 11 [Repealed eff. 10/30/2013.]
RULE 12 REPEALED [Eff. 07/30/2012]

RULE 13 REPEALED [Eff. 07/30/2012]

RULE 14 - MULTISTATE JACKPOT GAME LOTTERY GAMES

BASIS AND PURPOSE OF AMENDED RULE 14

The purpose of amended RULE 14 is to provide details and requirements for all Colorado Lottery multistate Jackpot games conducted as a member of a multistate group, such as the sale of tickets, payment of prizes, method for selecting and validating winning tickets. The statutory basis for RULE 14 is found in C.R.S. 24-35-201(5) and (6), 24-35-204(3)(a) and (i), 24-35-208 (1)(a) and (i), and (2), 24-35-212 and 24-35-212.5.

14.1 Commission to Adopt Specific Guidelines for Multistate Jackpot Lottery Games

Multistate Jackpot lottery games are authorized to be conducted under the following Rules and Regulations and such further instructions and directives the Director may issue in furtherance thereof.

a. All multistate guidelines and board decisions must be approved by the Colorado Lottery (hereafter referred to as Lottery) and the Lottery Commission, prior to implementation within Colorado.

b. The Director will be a voting member of the multistate board during the timeframe in which the Lottery shall be a member of the multistate group.

c. If at any time the Lottery Director determines that any provisions of the multistate governing rules or of the multistate specific game playing rules do not sufficiently provide for the security and integrity necessary to protect the Lottery, the Director shall recommend to the Lottery Commission that the Lottery end its membership with the specified multistate group or game. Upon concurrence by the Lottery Commission, membership can end at any time.

d. To the extent not inconsistent with such specific Rules and Regulations as may be adopted, the following general provisions under this Rule 14 shall apply to each Lottery Jackpot game conducted as a member of a multistate group.

14.2 Definitions

In addition to the definitions provided in Paragraph 1.2 of Rule 1, and unless the context in these Rules and Regulations otherwise requires:

a. “MULTISTATE AGREEMENT” means the document made and entered into by the Party Lotteries, containing the mutual covenants agreed to by the Party Lotteries.

b. “MULTISTATE JACKPOT GAME” means an individual lottery game as described in specific game playing rules which utilizes a computer system to administer plays and in which a player or the computer system selects a combination of digits, numbers, or symbols. The Lottery, in conjunction with all other participating multistate game members, will either conduct or oversee a drawing to determine the winning combination(s), used by all multistate game members, in accordance with the Specific Game Playing Rules for each multistate Jackpot game.

c. “MULTISTATE JACKPOT GAME PRIZE” means an award for matching combinations as described in Specific Game Playing Rules. These awards are valid only for those multistate Jackpot Game tickets purchased at an authorized Lottery licensee.
d. "MULTISTATE JACKPOT GAME TICKET" means a computer-generated ticket issued by an Jackpot Game licensee to a player as a receipt for the combination of digits, numbers or symbols selected in a multistate Jackpot game. That ticket shall be the only acceptable evidence of the combination of digits, numbers or symbols selected. Multistate Jackpot Game tickets may be purchased only from Lottery authorized Jackpot Game licensees.

e. "MULTISTATE BOARD" means the governing body of a specific multistate Jackpot game, which is comprised of the chief executive officer of each Party Lottery.

f. "MULTISTATE GUIDELINES" means the statements of policy having authority over an activity in an individual multistate game.

g. "PARTY LOTTERY" means a state lottery or lottery of a political subdivision or entity which has joined a multistate game and, in the context of the Product Group Rules, has joined in selling the specified multistate Jackpot game.

h. "PRODUCT" means any multistate Jackpot game.

i. "PRODUCT GROUP" means a group of lotteries which have joined together to offer a product pursuant to the terms of the Multistate Agreement and the Group’s own rules.

14.3 Price of Tickets

The purchase price of each multistate Jackpot Game ticket shall be set forth in Specific Game Playing Rules.

14.4 Sale of Tickets

a. Jackpot Game licensees shall make Lottery multistate Jackpot Game tickets available for sale to the public during Lottery normal hours of operation of the Jackpot Game gaming system that are within the licensee’s normal business hours.

b. An Jackpot Game licensee shall sell Lottery multistate Jackpot Game tickets only at the premises specified in the license.

c. All retail multistate Jackpot Game ticket sales are final and the return of a Lottery Multistate Jackpot Game ticket after sale shall not be accepted by the Jackpot Game licensee, unless otherwise directed by the Director or as set forth in Paragraphs 14.5 of this Rule 14 or as may be set forth in Specific Game Playing Rules.

d. The Lottery itself may sell Lottery multistate Jackpot Game tickets.

14.5 Cancellation of Tickets

A multistate Jackpot Game ticket cannot be cancelled in any way. Unless the Director is satisfied that a mutilated Lottery Jackpot Game ticket is genuine, no credit will be issued to the holder.

a. If the Jackpot Game ticket is mutilated at the time of purchase, it must be returned to the licensee by the ticket holder within one (1) hour of purchase provided that the licensee is open, the Jackpot Game system is available for wagering and the Jackpot Game system has not converted to the next drawing period.

b. Licensees must submit evidence of machine-damaged or non-printed ticket(s) to the Lottery for investigation to determine if credit should be issued. A ticket submitted to the Lottery by the licensee for credit becomes the property of the Lottery and the ticket is invalid and ineligible for a
prize. Following an investigation of circumstances, the Director may issue a credit in the amount of the purchase price to the Licensee should the claim be deemed genuine.

14.6 Ownership of Tickets

a. Until such time as the multistate Jackpot Game ticket is signed in the area designated, a Lottery multistate Jackpot Game ticket shall be a bearer instrument, owned by the physical possessor of such ticket.

b. The Director shall only recognize as the true owner of a winning Lottery multistate Jackpot Game ticket the person whose signature appears upon the ticket in the area designated for said purpose.

c. Each winning multistate Jackpot Game ticket must have placed thereon the signature of the owner in the area designated for such purpose. The Division may make payment based upon information submitted to it on an affidavit proving ownership.

d. In the event there is an inconsistency in the information submitted on a claim form and as shown on the winning multistate Jackpot Game ticket, the Director shall request an investigation and withhold all winnings awarded to the ticket owner or holder until such time as the Director is satisfied that the proper person is being paid.

e. The Director shall recognize only one (1) person as claimant of a multistate Jackpot Game ticket. A claim may be made in the name of an organization only if the organization possesses a Federal Employer Identification Number (FEIN) issued by the Internal Revenue Service and such number is shown on the claim form. Groups, family units, clubs or organizations without an FEIN shall designate one individual in whose name the claim is to be filed. If a claim is erroneously entered with multiple claimants, the claimants shall designate one of them as the individual recipient of the prize, or, if they fail to designate an individual recipient, the Director may designate any one of the claimants as the sole recipient. In either case, the claim shall then be considered as if it were originally entered in the name of the designated individual and payment of any prizes won shall be made to the single individual. Once a multistate Jackpot Game ticket is validated, it will not be returned to the winner, but remain the property of the Lottery.

14.7 Purchaser's Obligations

a. In purchasing a multistate Jackpot Game ticket, the purchaser agrees to comply with all provisions of part 2 of article 35 of title 24, these Rules and Regulations, all final decisions of the Director, all instructions and directives established by the Director, all multistate group guidelines, which have been approved by the Lottery, and all multistate group Board decisions for the conduct of the multistate Jackpot games.

b. 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 Jackpot Game licensee, who is acting on behalf of the player in entering the play or plays.

14.8 Persons Ineligible to Purchase Tickets

a. No person under the age of eighteen (18) may purchase Lottery multistate Jackpot Game tickets.

b. No Lottery multistate Jackpot Game ticket may be purchased by, and no prize shall be paid to, any of the following as set forth in C.R.S. 24-35-209:

1. Any member of the Commission;
2. Any employee of the Lottery, except when authorized by the Lottery Director for investigative purposes. In no event shall such employee be entitled to payment of any prize;

3. Any officer, director or employee of any supplier of Colorado Lottery multistate Jackpot Game ticket materials or equipment, or the subcontractors thereof which have participated, in any manner, in the supplying of Colorado Lottery multistate Jackpot Game ticket materials or equipment, except when authorized by the Director for investigative purposes. But, in no event shall any such persons be entitled to payment of any prize;

4. Any vendor precluded by its contract with the Lottery;

5. Any person who operates drawing equipment during a multistate lottery drawing or officially witnesses a drawing;

6. Any member of the immediate family as defined in Rule 1-Definitions, of items 1., 2., 3., 4. and 5. above.

14.9 Drawings and End of Sales Prior to Drawings

a. The manner and frequency of drawings shall be as set forth in Specific Game Playing Rules. In the event of force majeure the drawing shall be rescheduled at the Director’s, or the Director’s designee, discretion.

b. Drawings shall be conducted at a location and on days and at times to be announced.

c. The Director shall determine for each type of multistate Jackpot game the break or time for the end of sales prior to the drawings in accordance with the multistate guidelines. Jackpot Game terminals will not process orders for multistate Jackpot Game tickets for that drawing after the time established by the Director.

d. An auditor, as required in C.R.S 24-35-208 (2)(d), will observe each multistate drawing and document compliance or non-compliance to drawing procedures required by the multistate group Board and the Lottery as described in the Lottery’s drawing guidelines.

e. The auditor must submit a report after each drawing that documents compliance or non-compliance to established drawing procedures as described in the drawing guidelines. The report must include each discrepancy detected, if any, during the drawing procedure and recommendations, if any that may strengthen the integrity of the drawings. The report will become a part of the Lottery’s drawing work papers. Reports that include a discrepancy and/or a recommendation must be distributed to the Lottery Commission, the Director, the Lottery Security Director and the Lottery Controller.

f. All drawing equipment used shall be examined by the auditor located at the multistate drawing site immediately prior to, but no sooner than thirty (30) minutes before, a drawing and immediately after, but no later than thirty (30) minutes following the drawing.

14.10 Validation Requirements

a. To be a valid winning multistate Jackpot Game ticket, all of the following conditions must be met:

1. All printing on the ticket shall be present in its entirety, be legible and correspond, using the computer validation file, to the combination and date printed on the ticket.

2. The ticket shall be intact.
3. The ticket shall not be mutilated, altered or tampered with in any manner.

4. The ticket shall not be counterfeit or an exact duplicate of another winning ticket.

5. The ticket must have been issued by a Colorado authorized Jackpot Game licensee in an authorized manner.

6. The ticket must not have been stolen.

7. The ticket must not have been previously paid.

8. The ticket shall pass all other confidential security checks of the Lottery.

b. Any ticket failing any validation requirement listed in Section (a) above is invalid and ineligible for a prize. If a court of competent jurisdiction determines that a claim based on a ticket which has failed to validate solely because of subsection (a) (7) of this section is valid, the claim shall be paid as a prize pursuant to Paragraphs 14.11 of this Rule 14 and Specific Game Playing Rules. The licensee that paid such ticket erroneously shall indemnify the Lottery for payment of the prize and from any other claim, suit or action based on that ticket.

c. The Director may pay the prize for a multistate Jackpot Game ticket that is partially mutilated or is not intact if the multistate Jackpot Game ticket can still be validated by the other validation methods and requirements.

d. In the event a defective multistate Jackpot Game ticket, pursuant to paragraph 14.5 of this rule 14, is purchased, the only responsibility or liability of the Lottery or the Jackpot Game licensee shall be the replacement of the defective multistate Jackpot Game ticket with another multistate Jackpot Game ticket (or a ticket of equivalent sales price from any other current Lottery game) or refund of the purchase price.

14.11 Payment of Prizes

a. The prize amounts or total amount of prize money allocated to the prize categories for multistate Jackpot games shall be set forth in Specific Game Playing Rules.

   1. In the event the prize expense is less than the Lottery Commission approved "Aggregate Prize Fund" for a specific game, the Director or designee may authorize the difference to be used to increase Lottery prize amounts or pay additional prizes for that game within the current fiscal year, within the multistate guidelines.

b. The holder of a winning multistate Jackpot Game ticket in the amount of $150.00 or less may take the ticket to any licensee location during the licensee’s normal business hours and game operation hours for validation and payment.

c. The holder of a winning multistate Jackpot Game ticket in the amount of $151.00 to $599.00 may take the ticket to any licensee location during the licensee’s normal business hours and game operation hours. Licensees have the option of validating winning tickets in the amount of $151.00 to $599.00. All prizes shall be paid by the licensee upon presentation and validation of the ticket pursuant to instructions on the back of the multistate Jackpot Game ticket.

d. Any winning multistate ticket in any amount may be mailed or presented to a Lottery claims center for payment. The prizes shall be paid by the Lottery upon presentation and validation of the ticket pursuant to instructions on the back of the multistate ticket.
e. The holder of a prize-winning ticket of $600.00 or more shall complete all of the information detailed on the Colorado Lottery claim form and submit the completed form and ticket by mail or in person to the Lottery. The Colorado Lottery shall pay the prize to the owner of the ticket upon validation. In the event that the intercept program reveals an outstanding obligation for a winner of a prize, the prize will not be awarded until the intercept obligation is paid as set forth in 24-35-212.5.

1. A prizewinner, or a prizewinner’s legally authorized representative, shall sign the winning multistate ticket and complete a claim form that is available from any licensee, Lottery Claim Center or the Colorado Lottery website. The claim form shall incorporate the following information:

i. Verification that the prizewinner is not a person disqualified by law or by these Rules and Regulations to claim or otherwise accept a prize from the Lottery;

ii. Notification that the prizewinner’s name, city of residence and prize amount are public information. This same notification is given to one signing on behalf of an multistate ticket owner under a disability that prevents the prizewinner from signing in his/her own behalf;

iii. The Lottery is not liable for any loss caused by a misrepresentation by the multistate ticket owner or the person claiming the prize on the winner’s behalf.

2. The claim form may contain any other provision that the Lottery Director may deem necessary and proper to promote the public interest and trust or security and efficient operation of the Lottery.

3. Payment for a winning ticket will not occur unless all of the requirements on the claim form and winning ticket have been met or an acknowledgement that the information is unknown or unavailable. There is no obligation or duty of the Lottery, its employees or licensees, to make any inquiry of the truthfulness of information that appears on the claim form before payment to the claimant.

f. Payment of prizes shall be made to the claimant in person or by mail to the address provided by the claimant.

g. All prizes shall be paid within a reasonable time after they are awarded and after the claims are validated by the Lottery.

h. The Lottery Director may delay any payment in order to review a change of circumstances relative to the prize awarded, the payee, the claim, or any other matter that may have come to their attention. All delayed payments will be paid to date immediately upon the Lottery Director’s confirmation that the payee is entitled to such payment.

i. The Lottery Director’s decision shall be final and binding upon all participants in the game with respect to the payment of all prizes.

j. The Lottery Director reserves the right to require a claimant to disclose the location or person from whom the claimant purchased the ticket.

k. A prize must be claimed no later than 180 days after the drawing for which the multistate Jackpot Game ticket was purchased. Any person who fails to claim a prize which is held by the Lottery or its designee during the one hundred eighty (180) day claim period shall forfeit all rights to the prize and the amount of the prize shall remain in the Lottery Fund. Prizes claimed by mail must be documented as received at Lottery Headquarters by the 180th day after the announced end of game date.
l. Payment of any prize shall be made to the owner of the multistate ticket or their designee. All liability of the State, its officers and employees, and the Commission shall terminate upon payment.

m. In the event that a claim is filed on behalf of a legal entity other than the owner of the ticket for a prize payable for life, the legal entity shall designate an officer or director of that legal entity as the person on whose life such prize is to be paid and shall execute an agreement evidencing such designation. The specific requirements for payment will be detailed in the game rule and/or Specific Drawing Guidelines.

n. In the event that the intercept program reveals an outstanding obligation for a winner of a prize, the prize will be awarded based upon C.S.R. 24-35-212(5) and 24-35-212.5.

14.12 Lost or Stolen Tickets

The Director reserves the right to hold any prize, pending the findings of an investigation, when the multistate Jackpot Game ticket presented for validation has been reported stolen or lost. At the Director’s discretion, multistate Jackpot Game tickets, which are determined to be stolen, will not be paid.

14.13 Payment of Annuity Prizes upon the Death of the Prize Winner

In the event of the death of a Lottery winner during the payment period, the multistate group’s Finance & Audit Committee, in its sole discretion, upon the petition of the estate of the Lottery winner (the “Estate”) to the Lottery, and subject to federal, state, or district applicable laws, may accelerate the payment of all of the remaining lottery proceeds to the Estate. If the Finance & Audit committee makes such a determination, 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.

14.14 Assignment of Prizes

The winner of an annuitized or installment payment prize in any multistate Jackpot game being paid in annuitized or installment payments who desires to assign the right to unpaid future annuitized or installment payments must comply with C.R.S 24-35-212 (1) (b) and (1.5).

14.15 Annuity Payments

The multistate group shall act as an agent for the Party Lotteries jointly operating games requiring annuitized payments and shall purchase investments for the benefit of the Party Lotteries who receive valid claims for each prize paid as an annuity. The investment purchase process shall be handled according to the multistate group’s guidelines (solicitation of bids, selection of investment, premium payment, etc.). The investment so purchased shall be held in the trust account for the benefit of each Party Lottery for eventual distribution to a prizewinner.

14.16 Audit of Lottery Contributions To The Multistate Group

The Lottery is responsible for verifying all multistate group prize fund and reserve allocations, interest earnings and expenditures received or paid on behalf of the Lottery. The Lottery’s fiscal department will perform analytical procedures on the multistate group’s audited financial statements annually as set forth in recommendation #2 of the June 30, 2003 financial audit. If anything of concern surfaces by applying these procedures, the Lottery Director and the Lottery Controller will be notified.

14.17 Interest Earnings
a. The Director shall request the multistate group to distribute all interest earned on the unreserved account on a quarterly basis. If the interest earned on the unreserved account is immaterial, the Director may postpone the distribution request until the end of the fiscal year.

b. At the end of each fiscal year, the multistate group shall prepare a schedule of revenues and expenses resulting in the multistate group’s net income for the fiscal year. The revenues will include all investment earnings, except the interest earned on the unreserved account. The net income will be available to be distributed to each Party Lottery in accordance with procedures as set forth by the multistate group. The Director of each Party Lottery shall request the remittance of their proportionate share of net income following the close of the fiscal year.

14.18 Use of Coupons, Lottery Bucks and Free Tickets

a. Coupons, Lottery Bucks, and free tickets (hereafter referred to as “coupons”) are marketing tools used by the Lottery for promotions.

b. In the event the Lottery uses a promotional partner to distribute coupons, the promotional partner must ensure all coupons are issued to the consumer or public and any unused coupons are returned to the Lottery.

c. At no time may coupons be sold, used to purchase goods or services, pay-off Lottery debts, reimburse a licensee(s) for any loss or used for licensee compensation. Coupons may be used for prizes and/or promotion gifts to consumers and retail employees to promote the Lottery as long as the expense of these are debited to the appropriate budget line.

d. The Lottery Director may deem it proper to authorize the use of bar coded coupons to promote Lottery products. In the event such use is authorized, licensees shall comply with all requirements and restrictions specified on the coupon and shall redeem and exchange said bar coded coupons for Lottery tickets only and not for cash.

14.19 Jackpot Game Licensee Commission

Each licensee shall be entitled to receive a commission of Six Percent (6%) for each Jackpot Game Lottery ticket lawfully sold or disbursed by said licensee. In addition to said commission, the Director may provide such additional compensation to licensees as is set forth in Specific Game Playing Rules.

14.A COLORADO LOTTERY MULTI-STATE JACKPOT GAME, "POWERBALL®"

BASIS AND PURPOSE FOR AMENDED RULE 14.A

The purpose of Amended Rule 14.A is to provide specific game details and requirements for the Colorado Lottery Multi-State Jackpot Game "POWERBALL®" such as type of play, prizes, method of selecting winning numbers, drawings, and the allocation of revenues. The statutory basis for Rule 14.A is found in C.R.S. 24-35-201, 24-35-208 (1) (a) and (2), and 24-35-212 and 24-35-212.5.


A Colorado Lottery multi-state Jackpot game to be known as "POWERBALL®" is authorized to be conducted by the Director under the following Rules and Regulations and under such further instructions and directives as the Director may issue in furtherance thereof. If a conflict arises between Rule 14 and this Rule 14.A, Rule 14.A shall apply.
All MUSL (Multi-State Lottery Association) guidelines and MUSL Board decisions must be approved by the Colorado Lottery (hereafter referred to as Lottery) and the Lottery Commission, prior to implementation.

The Director will be a voting member of the MUSL Board during the timeframe in which the Lottery shall be a member of MUSL. The Director will also be a voting member of any MUSL Specific Product Group the Lottery joins.

At any time the Lottery Director determines that any provisions of MUSL or of MUSL's Specific Game Playing Rules do not sufficiently provide for the security and integrity necessary to protect the Colorado Lottery, he/she shall recommend to the Lottery Commission that the Lottery end its membership with MUSL or with the specific Product Group. Upon concurrence by the Lottery Commission, membership can end at any time.

14.A.2 Definitions

In addition to the definitions provided in Paragraph 1.2 of Rule 1 and Rule 14, and unless the context in this Rule 14.A otherwise requires:

a. "Advance Play" means the ability to purchase tickets for more than one drawing.

b. "Breakage" means the results of rounding prize amounts down to the nearest whole dollar.

c. "Drawing" means the event that occurs wherein the official "POWERBALL®" numbers are drawn.

d. "Game Board(s)" or "Board(s)" means that area of the play slip that contains a set of two (2) grids. The first grid containing fifty-nine (59) squares numbered one (1) through fifty-nine (59) and the second grid containing thirty-five (35) squares, numbered one (1) through thirty-five (35).

e. "Grand Prize" means a pari-mutuel prize that is advertised to be paid with per-winner annuities or as a lump sum cash payment, unless otherwise specified by the Lottery.

f. "Grid" means the area of a play slip that contains a set of numbered squares to be marked by the player.

g. "Matching Combinations" means the numbers on a play that coincide with the numbers randomly selected at a drawing for which that play was purchased.

h. "MUSL" means the Multi-State Lottery Association, a government-benefit association wholly owned and operated by the Party Lotteries.

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

j. "Number" means any play integer from one (1) through fifty-nine (59) inclusive.

k. "Play" means the six (6) numbers selected on each Board and printed on the ticket.

l. "Play slip" means a mark-sense game card used by players of "POWERBALL®" to select plays. A play slip has no pecuniary value and shall not constitute evidence of ticket purchase or of numbers selected.

m. "Prize Amount" means the pari-mutuel and/or set prize values established for a game.

n. "Prize Category" means and refers to a specific prize within the prize pool.
o. "Prize Pool" means a defined percentage of sales as specified in this rule.

p. "Quick Pick" or "Partial Quick Pick" means a number or numbers that are randomly generated by the computer when all or a portion of the player's selections have been left blank.

q. "Roll-over" means the amount from the direct prize category contribution from previous drawing(s) in the Grand Prize category, that is not won, that is carried forward to the Grand Prize category for the next drawing.

r. "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 within the Specific Game Playing Rules.

s. "Set Prize Payout Variance" means an account held by MUSL that holds the temporary balances, transferred to MUSL from party lotteries, which results from having fewer-than-expected winners in the set prize categories. This money is paid out to party lotteries in subsequent drawings that have more winners than are statistically expected in the set prize categories.

t. "Share(s)" means the total number of matching combinations within each prize category as determined for each drawing.

u. "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 separate field of thirty-five (35) numbers, randomly selected at each drawing, which shall be used to determine winning plays contained on a multi-state Jackpot Game ticket.

14.A.3 Price of "POWERBALL®" Play/Board

The price of each "POWERBALL®" play/board shall be $2.00.

14.A.4 Ticket Purchases

a. "POWERBALL®" tickets may be purchased only from a Lottery licensee authorized by the Director to sell multi-state Jackpot Game tickets.

b. "POWERBALL®" tickets shall show, at a minimum, the player's selection of numbers, the boards played, drawing date and validation and reference numbers. The Lottery shall not directly and knowingly sell a combination of tickets to any person or entity that would guarantee such purchaser a winning ticket.

c. Plays may be entered manually using the Jackpot Game terminal keypad or by means of a play slip provided by the Lottery. Facsimiles of play slips, copies of play slips, or other materials which are inserted into the terminal's play slip reader and which are not printed or approved by the Lottery shall not be used to enter a play. No device shall be connected to a Jackpot Game terminal to enter plays, except as may be approved by the Lottery. Unapproved play slips or other devices may be seized by the Lottery.

d. All plays made in the game shall be marked on the play slip by hand. No machine-printed play slips shall be used to enter plays. Machine-printed play slips may be seized by the Lottery. Nothing in this regulation shall be deemed to prevent a person with a physical handicap who would otherwise be unable to mark a play slip manually from using any device intended to permit such person to make such a mark (for his/her sole personal use or benefit).

14.A.5 Play for "POWERBALL®"
a. Type of play:

A "POWERBALL®" player must select six numbers in each play, five (5) numbers out of fifty-nine (59) plus one (1) out of thirty-five (35). A winning play is achieved only when the following combinations of numbers selected by the player match, in any order, the five plus one winning numbers drawn by the Lottery. Those combinations are 5+1, 5+0, 4+1, 4+0, 3+1, 3+0, 2+1, 1+1 and 0+1.

b. Method of play:

The player will use play slips, as provided in Paragraph 14.A.4 of this Rule 14.A, to make number selections. The Jackpot Game terminal will read the play slip and issue a ticket with corresponding play(s). If a play slip is not available, the Jackpot Game licensee may enter the selected numbers via the keyboard. If offered by the Lottery, a player may leave all or a portion of his/her play selections to a random number generator operated by the computer, commonly referred to as "QUICK PICK" or "PARTIAL QUICK PICK."

14.A.6 Prizes For "POWERBALL®"

<table>
<thead>
<tr>
<th>MATCHING COMBINATIONS</th>
<th>PRIZE CATEGORY</th>
<th>ODDS OF WINNING (ONE PLAY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>All five (5) of first set plus one (1) of second set</td>
<td>Grand Prize</td>
<td>1:175,223,510.0000</td>
</tr>
<tr>
<td>All five (5) of first set plus none of second set</td>
<td>Second Prize</td>
<td>1:5,153,632.6471</td>
</tr>
<tr>
<td>Any four (4) of first set, but not five, plus one (1) of second set</td>
<td>Third Prize</td>
<td>1:648,975.9630</td>
</tr>
<tr>
<td>Any four (4) of first set, but not five, plus none of second set</td>
<td>Fourth Prize</td>
<td>1:19,078.5283</td>
</tr>
<tr>
<td>Any three (3) of first set, but not four or five, plus one (1) of second set</td>
<td>Fifth Prize</td>
<td>1:12,244.8295</td>
</tr>
<tr>
<td>Any three (3) of first set, but not four or five, plus none of second set</td>
<td>Sixth Prize</td>
<td>1:360.1420</td>
</tr>
<tr>
<td>Any two (2) of first set, but not three, four or five, plus one (1) of second set</td>
<td>Seventh Prize</td>
<td>1:706.4325</td>
</tr>
<tr>
<td>Any one (1) of first set, but not two, three, four or five, plus one (1) of second set</td>
<td>Eighth Prize</td>
<td>1:110.8129</td>
</tr>
<tr>
<td>None of first set plus one (1) of second set</td>
<td>Ninth Prize</td>
<td>1:55.4065</td>
</tr>
<tr>
<td>Overall odds of winning any prize</td>
<td></td>
<td>1:31.8464</td>
</tr>
</tbody>
</table>

a. The prize pool contribution for all prize categories shall consist of fifty percent (50%) of each drawing period's sales unless, as described in Paragraph 14.A.7 c) of this Rule 14.A, the prize reserve accounts are not funded at the balances set by the "POWERBALL®" Product Group. Any amount remaining in the prize pool at the end of this game shall be carried forward to a replacement game or expended in a manner as directed by the Product Group in accordance with state law.

PRIZE POOL

<table>
<thead>
<tr>
<th>Prize Category</th>
<th>Prize Amounts</th>
<th>Allocation of Prize Pool</th>
<th>Prize Pool Percentage of Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Prize</td>
<td>Announced Jackpot</td>
<td>63.512%</td>
<td>31.9756%</td>
</tr>
<tr>
<td>Second Prize</td>
<td>$1,000,000</td>
<td>19.4038%</td>
<td>9.7019%</td>
</tr>
<tr>
<td>Third Prize</td>
<td>$10,000</td>
<td>1.5408%</td>
<td>0.7704%</td>
</tr>
<tr>
<td>Fourth Prize</td>
<td>$100</td>
<td>0.524%</td>
<td>0.2620%</td>
</tr>
<tr>
<td>Fifth Prize</td>
<td>$100</td>
<td>0.8166%</td>
<td>0.4083%</td>
</tr>
</tbody>
</table>
b. Prize Categories - The Grand Prize shall be determined on a pari-mutuel basis. Except as provided in 3) below, all other prizes awarded shall be paid as set prizes with the foregoing expected prize payout percentages:

<table>
<thead>
<tr>
<th>Prize Category</th>
<th>Amount</th>
<th>Expected Prize Payout Percentage</th>
<th>Total Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sixth Prize</td>
<td>$7</td>
<td>1.9436%</td>
<td>0.9718%</td>
</tr>
<tr>
<td>Seventh Prize</td>
<td>$7</td>
<td>0.9908%</td>
<td>0.4954%</td>
</tr>
<tr>
<td>Eighth Prize</td>
<td>$4</td>
<td>3.6096%</td>
<td>1.8048%</td>
</tr>
<tr>
<td>Ninth Prize</td>
<td>$4</td>
<td>7.2194%</td>
<td>3.6097%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>100.00%</td>
<td>50.00%</td>
</tr>
</tbody>
</table>

1. The prize money allocated to the Grand Prize category shall be divided equally by the number of game boards matching all five (5) of the first set plus one (1) of the second set.

2. The prize pool percentage allocated to the 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. If the total of all party lotteries’ 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 available in the set prize payout variance account.

   ii. If the set prize payout variance account is not sufficient to pay the set prizes awarded, an amount from the set prize reserve account is used, if available, not to exceed an amount established by MUSL.

   iii. If after these sources are depleted, sufficient funds do not exist 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.

14.A.7 Prize Reserve Accounts

a. The MUSL Board manages three (3) prize reserve accounts (pools) associated with "POWERBALL®". The MUSL Board holds these reserves in trust on behalf of the Lottery, and interest is earned by the Lottery. All deposits will be reported on Lottery records as "Cash Held by MUSL".

1. Set-Aside Pool (Grand Prize Base Reserve) is used to guarantee payment of the minimum or starting grand prize as established by the Product Group.

2. Prize Reserve Trust (Grand Prize Reserve) is used to guarantee payment of valid, but unanticipated, grand prize claims that may result from a system error or for any other reason the normal contributions from sales are not adequate.

3. Set-Prize Reserve Pool is used to guarantee the payment of the set cash prizes.

b. Initial Contributions to the Reserves

When the Lottery becomes a member of the POWERBALL® product group, the MUSL Board determines an initial contribution to be made by the Lottery to the foregoing reserves. In accordance with the payment plan established between the Lottery and MUSL, the Lottery must deposit with the MUSL board the specified amounts.
c. Subsequent Contributions to the Reserves

In the event any reserve balance(s), specified above, falls below the balance established by the MUSL Board, a portion of the prize pool contribution shall be used to replenish the reserve(s). Should any reserve(s) require replenishment, the contribution from sales to the Grand Prize shall be reduced from 31.9756% of sales to no less than 29.9756% of sales (up to two percent (2%) of sales). Replenishment of the Grand Prize Base Reserve (Set-Aside Pool) shall have priority over the Prize Reserve Trust and the Set-Prize Reserve Pool.

d. In the event the Lottery decides to withdraw from the Product Group, the remaining balances of the Lottery’s contribution will be refunded to the Lottery.

14.A.8 Prize Payment

a. Grand Prizes

1. Grand Prizes shall be paid, at the election of the ticket bearer by a single cash payment or in a series of annuity payments. The ticket bearer becomes entitled to the prize at the time the prize is validated as a winner. The election to take the cash payment or annuity payments may be made at the time the prize is validated or within 60 days after the ticket bearer becomes entitled to the prize. An election made after the ticket bearer becomes entitled to the prize is final and cannot be revoked, withdrawn or otherwise changed. If the ticket bearer does not make the election at the time the prize is validated and requests the 60-day election period, the Lottery will cancel the prize warrant that was generated during validation. The validation record will be kept secured and on file at the Lottery office until the ticket bearer makes an election. If the ticket bearer does not make the payment election within 60 days after validation, then the prize shall be paid as an annuity prize.

2. Shares of the Grand Prize shall be determined by dividing the cash available in the Grand Prize pool equally among all boards matching all five (5) of the first set plus one (1) of the second set of drawn numbers. 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. Neither MUSL nor the party 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 Paragraph 14.A (8)(e) of this Rule 14.A. If individual shares of the cash held to fund an annuity are less than $250,000, the Product Group, in its sole discretion, may elect to pay the winners their share of the cash held in the Grand Prize pool.

3. All annuitized prizes shall be paid annually in thirty (30) graduated payments with the initial payment being made in cash, to be followed by twenty-nine (29) payments funded by the annuity.

4. 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 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 party lotteries. The Lottery may elect to make the initial payment from its own funds after validation, with notice to MUSL.
5. The Grand Prize amount held by MUSL for subsequent payment to an annuity winner shall be transferred to the Lottery and the Lottery shall have payment to the annuity winner on the anniversary date, or if such date falls on a non-business day the first day following the anniversary date, of the selection of the jackpot winning numbers.

6. In the event of the death of a lottery winner during the annuity payment period, the "POWERBALL®" Product Group, in its sole discretion, upon the petition of the estate of the lottery winner (the "Estate") to the Lottery, and subject to federal, state, or district applicable laws, may accelerate the payment of all of the remaining lottery proceeds to the Estate. If the Product Group makes such a determination, 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 Product Group.

b. Set Prizes

The Director's decision with respect to the validation and payment of set prizes, whether during a "POWERBALL®" game or any drawing related thereto, shall be final and binding upon all participants in the Lottery.

All set prizes (all prizes except the Grand Prize) shall be paid by the Lottery. The Lottery may begin paying set prizes after receiving authorization to pay from the MUSL central office.

c. 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.

Set Prizes, which, 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 prize pool for the next drawing.

d. Roll-over

If the Grand Prize is not won in a drawing, the prize money allocated for the Grand Prize shall rollover and be added to the Grand Prize pool for the following drawing.

e. Funding of Guaranteed Prizes

The "POWERBALL®" 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 "POWERBALL®" 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 "POWERBALL®" 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 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 best quotes provided by MUSL’s pre-approved qualified brokers submitting quotes.

In no case shall quotes be used which are more than two weeks old and if less than three 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.

14.A.9 Prize Accounts

a. Prize Funds Transferred to MUSL

The Lottery shall transfer to the MUSL in trust an amount as determined to be its total proportionate share of the prize account less actual set prize liability. If this results in a negative amount, the MUSL central office shall transfer funds to the Lottery.

b. Grand Prize Funds Transferred to Lottery

Grand Prize amounts held by MUSL shall be transferred to the Lottery immediately after the Lottery validates the Grand Prize claim and after MUSL has collected the prize pool shares from all member lotteries.

c. Unclaimed Grand Prizes

All funds to pay a grand prize that go unclaimed shall be returned to the Lottery by MUSL in proportion to sales by the Lottery for the grand prize in question after the claiming period set by the Lottery selling the winning ticket expires.

14.A.10 Funds Transfer

a. Draw Receivables from Member Lotteries

Funds shall be collected by MUSL from each Party Lottery weekly by wire transfer or other means acceptable to the POWERBALL® Product Group. The POWERBALL® Product Group shall determine collection days. The amount to be transferred shall be calculated in accordance with game rules. The draw reports determine whether the member lotteries owe funds to MUSL or MUSL needs to transfer money to the member lotteries. Each Party Lottery shall transfer to MUSL an amount as determined by MUSL and the Product Group to be its total proportionate share of the prize account less actual set prize liability. If this results in a negative amount, the MUSL central office shall transfer funds to the Party Lottery.

b. Initial Grand Prize Funds Transferred to Lottery

The Grand Prize amount held by MUSL shall be transferred to the Lottery after the Lottery validates the Grand Prize claim and after MUSL has collected the prize pool shares from all member lotteries.

c. Subsequent Grand Prize Payments from MUSL to Member Lotteries.

The Grand Prize amount held by MUSL for subsequent payment to annuity winners shall be transferred to the Lottery within seven days proceeding the anniversary date of the selection of the jackpot winning numbers. The Lottery will then make payment to the annuity winner.
14.A.11 Drawings

a. The "POWERBALL®" drawings shall be held twice each week on Wednesday and Saturday evenings, except that the drawing schedule may be changed by the MUSL Board. In the event of an act of Force Majeure the drawing shall be rescheduled at the discretion of the MUSL Board.

b. Each drawing shall determine, at random, six winning numbers in accordance with drawing guidelines. The Lottery Commission shall review and approve drawing guidelines. Any numbers drawn are not declared winning numbers until the drawing is certified by MUSL in accordance with the "POWERBALL®" drawing guidelines. The winning numbers shall be used in determining all "POWERBALL®" winners for that drawing. If a drawing is not certified, another drawing will be conducted to determine actual winners.

c. Each drawing shall be witnessed by an auditor as required in C.R.S. 24-35-208 (2)(d). All drawing equipment used shall be examined by the auditor immediately prior to, but no sooner than thirty (30) minutes before, a drawing and immediately after, but no later than thirty (30) minutes following the drawing. All drawings, inspections and tests shall be recorded on videotape.

d. The drawing shall not be invalidated based on the liability of the Lottery.

e. The drawing procedures shall provide that a minimum of fifty-nine (59) minutes elapse between the close of the game ticket sales and the time of the drawing for those tickets sold. All drawings shall be open to the public.

14.A.12 Advance Play

Advance play provides the opportunity to purchase "POWERBALL®" tickets for more than one drawing. Advance play tickets shall be available for purchase in variable increments. The Advance Play feature shall be available at the discretion of the Lottery Director.

14.A.13 MUSL Accounting and Finance

a. Prize Reserve and Set Prize Reserve contributions from member lotteries

   At the time a Lottery joins the "POWERBALL®" Product Group, MUSL revises the existing budget and assesses the Lottery for the additional costs. Each July, thereafter, MUSL sets the budget for the impending year and assesses each Lottery their proportionate share. The Lottery receives a copy of these costs and an election form.

b. Each September and March, MUSL re-evaluates the amounts that each Lottery must contribute to any Prize Reserves. Any additional contributions to the Prize Reserves are funded by reducing the contribution from sales to the Grand Prize by up to 2% as referred to in 14.A.7.

c. Draw receivables from member lotteries

   The draw reports determine whether the Lottery owes and needs to transfer funds to MUSL, or MUSL owes and needs to transfer funds to the Lottery. (The procedures and corresponding time lines documenting the timely and effective transfer of funds between the Lottery and MUSL can be found in the Lottery’s financial procedures.) Three different transfers are made on a continual basis:

   1. Draw receivables transferred from the Lottery to MUSL,

   2. Set prize payments and initial Grand Prize payments transferred from MUSL to the Lottery,

   and
3. Subsequent Grand Prize annuity payments from MUSL to the Lottery.

14.A.14 Jackpot Game Licensee Commission, Cashing Bonus, Selling Bonus, and Marketing Performance Bonus

a. In addition to the Six Percent (6%) Commission set forth in Rule 14.19, retailers can earn a Cashing Bonus, Selling Bonus and Marketing Performance Bonus.

1. Each retailer will receive a cashing bonus of one percent (1%) of each prize paid by the licensee up to and including $599.

2. In order to receive a Selling Bonus, the following criteria must be met:
   i. A licensee must have sold a grand-prize-winning, 5 of 5 with Power Play or a 5 of 5 without Power Play, multi-state Jackpot game ticket for a drawing for which the announced jackpot prize is at least forty million dollars ($40,000,000) or more;
   ii. Payment of the jackpot-selling bonus will occur once Lottery security has confirmed the selling licensee.
   iii. A licensee must be selling multi-state Jackpot Game tickets up to and including the day that the ticket is validated by the Lottery and must be the same licensed licensee who sold the winning ticket.
   iv. The Director or designee shall determine the amount of the jackpot-selling bonus for each qualified-prize-winning ticket sold.

3. In order to receive a five-tenths of one percent (.5%) Marketing Performance Bonus the following criteria must be met:
   i. A licensee must be licensed on the date the marketing performance bonus is declared;
   ii. A licensee must sell Scratch tickets up to and including the final sales day in which the marketing performance bonus is declared;
   iii. A licensee must meet or exceed the requirements of the marketing performance bonus plan for the period for which the marketing performance bonus is declared.

b. In the event there is a residual resulting from the accrual of the one percent (1%) cashing bonus (14.A(14)(a)(1)) and/or the five-tenths of one percent (.5%) marketing bonus (14.A(14)(a)(2)) have been expensed, the Lottery Director may provide additional compensation to licensees as described in 14.A(14)(a)(2) or may revert the excess amount thereby decreasing the bonus expense.

RULE 14.B COLORADO LOTTERY MULTI-STATE JACKPOT GAME, "POWERBALL®" - "POWER PLAY OPTION"

BASIS AND PURPOSE OF AMENDED RULE 14.B

The purpose of Amended Rule 14.B is to provide specific game details and requirements for the Colorado Lottery Multi-State Jackpot Game "POWERBALL®" "POWER PLAY OPTION" such as type of play, prizes, method of selecting winning numbers and drawings. The statutory basis for Amended Rule 14.B is found in C.R.S. 24-35-201, 24-35-208 (1) (a) and (2), and 24-35-212.


A. A Colorado Lottery (Lottery) multi-state Jackpot game known as "POWERBALL®" shall have a game option known as "POWER PLAY", which allows players the option to pay an additional one dollar ($1) for a chance to increase any Set Prize they may win on that purchase. This game option is authorized to be conducted by the Colorado Lottery Director (Director) under the following Rules and Regulations and under such further instructions and directives as the Director may issue in furtherance thereof. If a conflict arises between Rule 14 and this Rule 14.B, Rule 14.B shall apply.

B. The Lottery and the Lottery Commission, prior to implementation, must approve all the Multi-State Lottery Association (MUSL) guidelines and the MUSL Board decisions associated with this "POWER PLAY OPTION".

C. The Director will be a voting member of the MUSL Board during the timeframe in which the Lottery shall be a member of the MUSL. The Director will also be a voting member of any MUSL Specific Product Group the Lottery joins.

D. At any time the Director determines that any provisions of the MUSL or of the MUSL’s Specific Game Playing Rules do not sufficiently provide for the security and integrity necessary to protect the Lottery, the Director shall recommend to the Lottery Commission that the Lottery end its membership with the MUSL or with the Specific Product Group. Upon concurrence by the Lottery Commission, membership can end at any time.

14.B.2 Definitions

Refer to the definitions provided in Paragraph 1.2 of Rule 1, Paragraph 14.2 of Rule 14, and Paragraph 14.A.2 of Rule 14.A.

14.B.3 Price of "POWER PLAY OPTION"

The price of each "POWER PLAY OPTION" play selected shall be $1.00. A player will have the licensee manually enter the "POWER PLAY OPTION" into the Jackpot Game terminal to purchase up to ten POWERBALL® plays with ten "POWER PLAY OPTIONS" for a single draw as follows:

<table>
<thead>
<tr>
<th>Number of Powerball® plays</th>
<th>Number of Powerball® boards</th>
<th>Cost of Powerball® boards</th>
<th>Number of &quot;POWER PLAY OPTION&quot; boards</th>
<th>Cost of &quot;POWER PLAY OPTION&quot; boards</th>
<th>Total cost Powerball® boards with &quot;POWER PLAY OPTION&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>One Board</td>
<td>$2.00</td>
<td>One Board</td>
<td>$1.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>2</td>
<td>Two Boards</td>
<td>$4.00</td>
<td>Two Boards</td>
<td>$2.00</td>
<td>$6.00</td>
</tr>
<tr>
<td>3</td>
<td>Three Boards</td>
<td>$6.00</td>
<td>Three Boards</td>
<td>$3.00</td>
<td>$9.00</td>
</tr>
<tr>
<td>4</td>
<td>Four Boards</td>
<td>$8.00</td>
<td>Four Boards</td>
<td>$4.00</td>
<td>$12.00</td>
</tr>
<tr>
<td>5</td>
<td>Five Boards</td>
<td>$10.00</td>
<td>Five Boards</td>
<td>$5.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>6</td>
<td>Six Boards</td>
<td>$12.00</td>
<td>Six Boards</td>
<td>$6.00</td>
<td>$18.00</td>
</tr>
<tr>
<td>7</td>
<td>Seven Boards</td>
<td>$14.00</td>
<td>Seven Boards</td>
<td>$7.00</td>
<td>$21.00</td>
</tr>
<tr>
<td>8</td>
<td>Eight Boards</td>
<td>$16.00</td>
<td>Eight Boards</td>
<td>$8.00</td>
<td>$24.00</td>
</tr>
<tr>
<td>9</td>
<td>Nine Boards</td>
<td>$18.00</td>
<td>Nine Boards</td>
<td>$9.00</td>
<td>$27.00</td>
</tr>
<tr>
<td>10</td>
<td>Ten Boards</td>
<td>$20.00</td>
<td>Ten Boards</td>
<td>$10.00</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

The "POWER PLAY OPTION" is an add-on to the POWERBALL 5/59 + 1/35 game. Players who elect to pay an extra $1 per POWERBALL® play will have the opportunity to increase their set prizes (all prizes except the Grand Prize).
14.B.4 Ticket Purchases

POWERBALL® tickets with the "POWER PLAY OPTION" may be purchased only from a Lottery licensee authorized by the Director to sell multi-state Jackpot Game tickets.

A. POWERBALL® tickets with the "POWER PLAY OPTION" shall show, at a minimum, the player’s selection of numbers, the boards played, drawing date, "POWER PLAY OPTION" chosen and validation and reference numbers.

B. A purchaser of a POWERBALL® ticket must choose, at the time of purchase, whether or not he/she wants the "POWER PLAY OPTION". If the purchaser chooses the "POWER PLAY OPTION" for the ticket, the cost of the "POWER PLAY OPTION" will be $1.00 per board. (See Paragraph 14.B.3 of this Rule 14.B for detailed Power Play costs.) The Option applies to all boards on a single ticket and cannot be purchased on a board-by-board basis.

14.B.5 Method of play

There will be no change in play for the POWERBALL® 5/59 + 1/35 game. The "POWER PLAY OPTION" is effective only for players who choose the "POWER PLAY OPTION" at time of purchase and pay an additional $1.00 per board.

A. The POWERBALL® "POWER PLAY" drawings shall be held twice each week on Wednesday and Saturday.

B. Each "POWER PLAY" drawing shall determine, at random, a single number in accordance with drawing guidelines. Any number drawn is not declared a winning number until the drawing is certified in accordance with the POWERBALL® drawing guidelines. The number drawn shall be used to determine all POWERBALL® "POWER PLAY" prize amounts for that drawing. If a POWERBALL® drawing is not certified, the "POWER PLAY" number for the drawing defaults to "5".

C. "POWER PLAY" multipliers are weighted as follows:

<table>
<thead>
<tr>
<th>POWER PLAY</th>
<th>Frequency</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;5&quot;</td>
<td>2</td>
<td>11.76%</td>
</tr>
<tr>
<td>&quot;4&quot;</td>
<td>3</td>
<td>17.65%</td>
</tr>
<tr>
<td>&quot;3&quot;</td>
<td>5</td>
<td>29.41%</td>
</tr>
<tr>
<td>&quot;2&quot;</td>
<td>7</td>
<td>41.18%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>17</td>
<td>100%</td>
</tr>
</tbody>
</table>

D. Each "POWER PLAY" drawing shall be witnessed by an auditor, as required in C.R.S 24-35-208 (2)(d). All drawing equipment used shall be examined by the auditor immediately prior to, but no sooner than thirty (30) minutes before, a drawing and immediately after, but no later than thirty (30) minutes following the drawing.

E. The drawing shall not be invalidated based on the liability of a Party Lottery.

F. All "POWER PLAY" drawings shall be open to the public.

G. All drawings, inspections and tests shall be recorded on videotape.

14.B.6 Prizes For POWERBALL® with "POWER PLAY OPTION" Selected

A. Players who choose the "POWER PLAY OPTION" and pay the extra $1.00 per board will have their set prizes multiplied. The Second set prize will be multiplied by two (2X) and the Third through Ninth set prize will receive an amount equal to the set prize multiplied by a drawn POWER PLAY
multiplier. See the following table for prizes won if "POWER PLAY OPTION" is chosen and the set prizes are not pari-mutuel as defined in Paragraph 14.A.6 b) of Rule 14.A.

<table>
<thead>
<tr>
<th>POWERBALL Prize Category</th>
<th>POWERBALL Prize Amounts</th>
<th>POWER PLAY® &quot;2&quot; Drawn</th>
<th>POWER PLAY® &quot;3&quot; Drawn</th>
<th>POWER PLAY® &quot;4&quot; Drawn</th>
<th>POWER PLAY® &quot;5&quot; Drawn</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Prize</td>
<td>Jackpot</td>
<td>Jackpot</td>
<td>Jackpot</td>
<td>Jackpot</td>
<td>Jackpot</td>
</tr>
<tr>
<td>Second Prize</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Third Prize</td>
<td>$10,000</td>
<td>$20,000</td>
<td>$30,000</td>
<td>$40,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>Fourth Prize</td>
<td>$100</td>
<td>$200</td>
<td>$300</td>
<td>$400</td>
<td>$500</td>
</tr>
<tr>
<td>Fifth Prize</td>
<td>$100</td>
<td>$200</td>
<td>$300</td>
<td>$400</td>
<td>$500</td>
</tr>
<tr>
<td>Sixth Prize</td>
<td>$7</td>
<td>$14</td>
<td>$21</td>
<td>$28</td>
<td>$32</td>
</tr>
<tr>
<td>Seventh Prize</td>
<td>$7</td>
<td>$14</td>
<td>$21</td>
<td>$28</td>
<td>$32</td>
</tr>
<tr>
<td>Eighth Prize</td>
<td>$4</td>
<td>$8</td>
<td>$12</td>
<td>$16</td>
<td>$20</td>
</tr>
<tr>
<td>Ninth Prize</td>
<td>$4</td>
<td>$8</td>
<td>$12</td>
<td>$16</td>
<td>$20</td>
</tr>
</tbody>
</table>

B. If the set prizes are pari-mutuel as defined in Paragraph 14.A.6 d) of Rule 14.A, and the player has selected and paid for the "POWER PLAY OPTION", the amount of the pari-mutuel set prize will become pari-mutuel for that drawing.

C. The prize pool contribution for all "POWER PLAY OPTION" prize categories shall consist of a percent of sales to be determined by the MUSL Board.

14.B.7 Prize Payment

A. Set Prizes

All set prizes (all prizes except the Grand Prize) with the "POWER PLAY OPTION" shall be paid by the Lottery. The Lottery may begin paying set prizes after receiving authorization to pay from the MUSL central office.

B. Prizes Rounded

All prizes, including those with the "POWER PLAY OPTION", other than the Grand Prize, which, 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 prize pool for the next drawing.

14.B.8 Advance Play

Advance play provides the facility to purchase POWERBALL® tickets for more than one drawing. A purchaser of POWERBALL® tickets may also purchase the "POWER PLAY OPTION" for all Advance Play plays. At the discretion of the Director advance play tickets shall be available for purchase in increments up to and including 26 drawings. The cost of each Power Play ticket shall be an additional $1.00 per board per drawing. E.g.: one POWERBALL® play for two drawings with "POWER PLAY OPTION", $6.00, one POWERBALL® play for four drawings with "POWER PLAY OPTION", $12.00. The Option applies to all drawings for which the ticket is purchased and the "POWER PLAY OPTION" is selected. Players cannot elect the option on a drawing-by-drawing basis when purchasing Advance Play tickets.

14.B.9 Powerball® Power Play Promotion

With the Lottery Commission’s and Director’s approval, the Lottery will from time to time participate in a POWERBALL® Power Play promotion (i.e. a ten times (10X) multiplier for a limited promotion). The times
and dates of the POWERBALL® Power Play promotion will be announced by the MUSL board in conjunction with existing rules and regulations pertaining to POWERBALL®.

**RULE 14.C COLORADO LOTTERY MULTI-STATE JACKPOT GAME, "MEGA MILLIONS GAME®"

**BASIS AND PURPOSE FOR AMENDED RULE 14.C**

The purpose of Amended Rule 14.C is to provide specific game details and requirements for the Colorado Lottery Multi-State Jackpot Game "MEGA MILLIONS GAME®" such as type of play, prizes, method of selecting winning numbers, drawings, and the allocation of revenues. The statutory basis for Amended Rule 14.C is found in C.R.S. 24-35-201, 24-35-208 (1) (a) and (2), and 24-35-212 and 24-35-212.5.


A Colorado Lottery multi-state Jackpot game to be known as "MEGA MILLIONS GAME®" is authorized to be conducted by the Colorado Lottery Director (Director) under the following Rules and Regulations and under such further instructions and directives as the Director may issue in furtherance thereof. If a conflict arises between Rule 14 and this Rule 14.C, Rule 14.C shall apply.

The MEGA MILLIONS GROUP consists of 12 party lotteries and the Multi-State Lottery Association (MUSL) as representation for participating MUSL party lotteries.

At any time the Director determines that any provisions of MEGA MILLIONS GROUP or MUSL MEGA MILLIONS PRODUCT GROUP’s Specific Game Playing Rules do not sufficiently provide for the security and integrity necessary to protect the Colorado Lottery, the Director shall recommend to the Lottery Commission that the Lottery end its association with MEGA MILLIONS GROUP and with the MUSL MEGA MILLIONS PRODUCT GROUP. Upon concurrence by the Lottery Commission, association with the MEGA MILLIONS GROUP will be terminated upon six (6) months prior written notice to the MUSL MEGA MILLION PRODUCT GROUP.

14.C.2 Definitions

In addition to the definitions provided in Paragraph 1.2 of Rule 1 and Rule 14, and unless the context in this Rule 14.C otherwise requires:

A. "Advance Play" means the ability to purchase tickets for more than one drawing beginning with the current open draw.

B. "Breakage" means the results of rounding prize amounts down to the nearest whole dollar.

C. "Drawing" means formal process of selecting winning numbers which determine the number of winners for each prize level of the game.

D. "Game Board(s)" or "Board(s)" means that area of the play slip, also known as a "panel", which contains two sets of numbered squares to be marked by the player, the first set containing seventy-five (75) squares, number one (1) through seventy-five (75) and the second set containing fifteen (15) squares, number one (1) through fifteen (15).

E. "Grand Prize" or "Jackpot" means the top prize of the MEGA MILLIONS GAME®. The annuity Grand Prize is an amount that would be paid in twenty-six (26) annual installments.

F. "Grid" means the area of a play slip that contains a set of numbered squares to be marked by the player.
G. "Matching Combinations" means the numbers on a play that coincide with the numbers randomly selected at a drawing for which that play was purchased.

H. "MEGA MILLIONS GROUP" means those lotteries which have joined under the MEGA MILLIONS Lottery Agreement; the group of lotteries that has reached a Cross-Selling Agreement with the MUSL for the selling of the MEGA MILLIONS GAME®.

I. "MUSL MEGA MILLIONS PRODUCT GROUP" or "PRODUCT GROUP" means the Party Lotteries participating in the MEGA MILLIONS GAME®

J. "MUSL MEGA MILLIONS GROUP BOARD" means the governing body of the MUSL MEGA MILLIONS PRODUCT GROUP, which is comprised of the chief executive officer of each Party Lottery.

K. "Number" means any play integer from one (1) through seventy-five (75) inclusive.

L. "Party Lottery" means a state lottery or lottery of a political subdivision or entity which has joined the and, in the context of the specific PRODUCT GROUP Rules, has joined in selling the game offered by the MUSL MEGA MILLIONS PRODUCT GROUP.

M. "Play" means the six (6) numbers selected on each Board and printed on the ticket.

N. "Play slip" means a mark-sense game card used by players of "MEGA MILLIONS GAME®" to select plays. A play slip has no pecuniary value and shall not constitute evidence of ticket purchase or of numbers

O. "Prize Pool" means a defined percentage of sales as specified in this rule.

P. "Quick Pick" or "Partial Quick Pick" means the random selection of numbers by the computer system, which appears on a ticket and are played by a player in the game.

Q. "Roll-over" means the amount from the direct prize category contribution from previous drawing(s) in the Grand Prize category, that is not won, that is carried forward to the Grand Prize category for the next drawing.

R. "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 within the Specific Game Playing Rules.

S. "Set Prize Payout Variance" means an account held by the MUSL that holds the temporary balances, transferred to the MUSL from party lotteries, which results from having fewer-than-expected winners in the set prize categories. This money is paid out to party lotteries in subsequent drawings that have more winners than are statistically expected in the set prize categories.

T. "Share(s)" means the total number of matching combinations within each prize category as determined for each drawing.

U. "Winning Numbers" means the six (6) numbers, the first five (5) from a field of seventy-five (75) numbers and the last one (1) from a separate field of fifteen (15) numbers, randomly selected at each drawing, which shall be used to determine winning plays contained on a multi-state Jackpot Game ticket.

14.C.3 Price of "MEGA MILLIONS GAME®" Play/Board
The price of each "MEGA MILLIONS GAME®" play/board shall be set by the MEGA MILLIONS GROUP. A Jackpot Game licensee may be permitted to make gifts of "MEGA MILLIONS GAME®" tickets as a means of promoting the sale of goods or services to the public upon receipt of prior approval by the Party Lottery Director and notice to the PRODUCT GROUP members.

14.C.4 Ticket Purchases

A. "MEGA MILLIONS GAME®" tickets may be purchased only from a Party Lottery licensee authorized by the Director to sell multi-state Jackpot Game tickets.

B. "MEGA MILLIONS GAME®" tickets shall show, at a minimum, the player's selection of numbers, the boards played, drawing date and validation and reference numbers.

C. The Party Lottery shall not directly and knowingly sell a combination of tickets to any person or entity that would guarantee such purchaser a winning ticket.

D. Plays may be entered manually using the Jackpot Game terminal keypad or by means of a play slip provided by the Colorado Lottery. Facsimiles of play slips, copies of play slips, or other materials which are inserted into the terminal's play slip reader and which are not printed or approved by the Lottery shall not be used to enter a play. No device shall be connected to a Jackpot Game terminal to enter plays, except as may be approved by the Colorado Lottery. Unapproved play slips or other devices may be seized by the Colorado Lottery.

E. All plays made in the game shall be marked on the play slip by hand. No machine-printed play slips shall be used to enter plays. Machine-printed play slips may be seized by the Party Lottery. Nothing in this regulation shall be deemed to prevent a person with a physical handicap who would otherwise be unable to mark a play slip manually from using any device intended to permit such person to make such a mark (for his/her sole personal use or benefit).

14.C.5 Play for "MEGA MILLIONS GAME®"

A. Type of play:

   A "MEGA MILLIONS GAME®" player must select six numbers in each play, five (5) numbers out of seventy-five (75) plus one (1) out of fifteen (15). A winning play is achieved only when the following combinations of numbers selected by the player match, in any order, the five plus one winning numbers drawn by the MEGA MILLIONS GROUP. Those combinations are 5+1, 5+0, 4+1, 4+0, 3+1, 3+0, 2+1, 1+1 and 0+1.

B. Method of play:

   1. Manual Plays include player use of play slips, as provided in Paragraph 14.C.4 of this Rule 14.C, to make number selections. The Jackpot Game terminal will read the play slip and issue a ticket with corresponding play(s). The Jackpot Game licensee may also enter the selected numbers via the keyboard.

   2. Computer Generated Plays include Quick Pick and Partial Quick Pick. Quick Picks and Partial Quick Pick can be generated using a play slip or by the Jackpot Game licensee. The Jackpot Game licensee may select Quick Pick via the keyboard at the beginning of the transaction for full Quick Pick or the Jackpot Game licensee may enter the player selected numbers via the keyboard then select the Quick Pick function to complete the number selection.

14.C.6 Prizes For "MEGA MILLIONS GAME®"
A. Odds of winning

<table>
<thead>
<tr>
<th>MATCHING COMBINATIONS</th>
<th>PRIZE CATEGORY</th>
<th>ODDS OF WINNING (ONE PLAY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>All five (5) of first set plus one (1) of second set</td>
<td>Grand Prize</td>
<td>1:258,890,850</td>
</tr>
<tr>
<td>All five (5) of first set plus none of second set</td>
<td>Second Prize</td>
<td>1:18,492,204</td>
</tr>
<tr>
<td>Any four (4) of first set, but not five, plus one (1) of second set</td>
<td>Third Prize</td>
<td>1:739,688</td>
</tr>
<tr>
<td>Any four (4) of first set, but not five, plus none of second set</td>
<td>Fourth Prize</td>
<td>1:52,835</td>
</tr>
<tr>
<td>Any three (3) of first set, but not four or five, plus one (1) of second set</td>
<td>Fifth Prize</td>
<td>1:10,720</td>
</tr>
<tr>
<td>Any three (3) of first set, but not four or five, plus none of second set</td>
<td>Sixth Prize</td>
<td>1:766</td>
</tr>
<tr>
<td>Any two (2) of first set, but not three, four or five, plus one (1) of second set</td>
<td>Seventh Prize</td>
<td>1:473</td>
</tr>
<tr>
<td>Any one (1) of first set, but not two, three, four or five, plus one (1) of second set</td>
<td>Eighth Prize</td>
<td>1:56</td>
</tr>
<tr>
<td>None of first set plus one (1) of second set</td>
<td>Ninth Prize</td>
<td>1:21</td>
</tr>
<tr>
<td>Overall odds of winning any prize</td>
<td></td>
<td>1:14.7</td>
</tr>
</tbody>
</table>

B. The prize pool contribution for all prize categories shall consist of up to fifty-five percent (55%) of each drawing period's sales. An amount up to five percent (5%) of sales may be held from the Grand Prize category, as described in Paragraph 14.C.7 of this Rule 14.C if the prize reserve accounts are not funded at the balances set by the PRODUCT GROUP. Any amount remaining in the prize pool at the end of this game shall be carried forward to a replacement game or expended in a manner as directed by the PRODUCT GROUP in accordance with state law.

| PRIZE POOL |
|-------------------|-------------------|-------------------|-------------------|
| Prize Category    | Prize Amounts     | Allocation of Prize Pool | Prize Pool Percentage of Sales |
| Grand Prize       | Announced Jackpot | 63.60%             | 32.577%           |
| Second Prize      | $1,000,000        | 12.80%             | 5.408%            |
| Third Prize       | $5,000            | 2.90%              | 0.676%            |
| Fourth Prize      | $500              | 1.96%              | 0.946%            |
| Fifth Prize       | $50               | 2.18%              | 0.466%            |
| Sixth Prize       | $5                | 4.58%              | 0.653%            |
| Seventh Prize     | $5                | 2.38%              | 1.057%            |
| Eighth Prize      | $2                | 4.26%              | 3.542%            |
| Ninth Prize       | $1                | 5.34%              | 4.675%            |
| TOTAL             |                   | 100.00%            | 50.00%            |

C. Prize Categories - The Grand Prize shall be determined on a pari-mutuel basis. All other prizes awarded shall be paid as set prizes with the foregoing expected prize payout percentages:

1. The prize money allocated to the Grand Prize category shall be divided equally by the number of game boards matching all five (5) of the first set plus one (1) of the second set.

2. A liability cap of three hundred percent (300%) of draw sales or fifty percent (50%) of draw sales plus fifty million dollars ($50,000,000), whichever is less, shall apply to total prize
payout of all levels. If the liability cap is met the second through fifth (2-5) prize levels will become pari-mutuel.

a. Prize level two (2) shall be an amount equal to 64.53% of the Liability Cap Balance divided by the number of winners in Prize level two (2),

b. Prize level three (3) shall be an amount equal to 14.63% of the Liability Cap Balance divided by the number of winners in Prize level three (3),

c. Prize level four (4) and five (5) shall be an amount equal to 20.84% of the Liability Cap Balance divided by the number of combined winners in Prize levels four (4) and five (5).

14.C.7 Prize Reserve Accounts

A. An amount up to five percent (5%) of a Party Lottery’s Mega Millions sales and an amount up to five percent (5%) of Megaplier sales may be collected by the PRODUCT GROUP and held in trust in one or more prize reserve accounts until the prize reserve accounts reach the amounts designated by the PRODUCT GROUP.

B. At the Party Lottery Directors’ or Director’s designee’s request, the PRODUCT GROUP may determine to expend all or a portion of the funds in the accounts for the payment of prizes or special prizes in the game.

C. 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.

D. Any amount remaining in a prize reserve account at the end of this game shall be carried forward to a replacement prize reserve account or expended in a manner as directed by the PRODUCT GROUP on behalf of the Lottery Director, or the Director’s designee, in accordance with jurisdiction law.

14.C.8 Prize Payment

A. Grand Prizes

1. Grand Prizes shall be paid, at the election of the ticket bearer by a single cash payment or in a series of annuity payments. The ticket bearer becomes entitled to the prize at the time the prize is validated as a winner. The election to take the cash payment or annuity payments may be made at the time the prize is validated or within 60 days after the ticket bearer becomes entitled to the prize. If no election is made within 60 days after the ticket bearer becomes entitled to the prize, the prize shall be paid as an annuity prize. The election is final and cannot be revoked, withdrawn or otherwise changed.

2. Shares of the Grand Prize shall be determined by dividing the cash available in the Grand Prize pool equally among all boards matching all five (5) of the first set plus one (1) of the second set of drawn numbers. Winner(s) who elect a cash payment shall be paid their share(s) in a single cash payment.

a. The starting guaranteed annuity Grand Prize value is fifteen million dollars ($15,000,000).

b. The Grand Prize will grow at a minimum of five million dollars ($5,000,000) with each successive drawing without a winning jackpot winner.
c. The cash option prize shall be determined by dividing the Grand Prize amount that would be paid over thirty (30) annual installments by a rate established by the Mega Millions Finance Committee prior to each drawing divided by the number of total jackpot winners.

3. Where there is only one (1) winning MEGA MILLIONS GAME Grand Prize ticket, no Grand Prize paid in thirty (30) annual installments shall be less than fifteen millions dollars ($15,000,000).

4. All annuitized prizes shall be paid annually in thirty (30) graduated payments with the initial payment being made in cash, to be followed by twenty-nine (29) payments funded by the annuity.

5. Funds for the initial payment of an annuitized prize or the lump sum cash prize shall be made available to the Party Lottery within 15 calendar days following the date of the winning draw. If funds are unavailable to cover the full lump sum cash amount, payment may be delayed.

6. In the event of the death of a lottery winner during the annuity payment period, the MUSL Finance & Audit Committee, in its sole discretion, upon the petition of the estate of the lottery winner (the "Estate") to the Party Lottery, and subject to federal, state, or district 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 PRODUCT GROUP.

B. Set Prizes

1. The Director’s decision with respect to the validation and payment of set prizes, whether during a "MEGA MILLIONS GAME®" game or any drawing related thereto, shall be final and binding upon all participants in the Party Lottery.

2. All set prizes (all prizes except the Grand Prize) shall be paid by the Party Lottery which sold the winning ticket. The Party Lottery may begin paying set prizes after receiving authorization to pay from the MUSL central office.

C. Prizes Rounded

1. Annuited 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.

2. Set Prizes, which 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 prize pool for the next drawing.

D. Roll-over

If the Grand Prize is not won in a drawing, the prize money allocated for the Grand Prize shall rollover and be added to the Grand Prize pool for the following drawing.

E. Funding of Guaranteed Prizes
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. 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:

   a. 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.

   b. If there are multiple Grand Prize winners during a single drawing and at least one of the Grand Prize winners has elected the annuitized option prize, then the best bid submitted by MEGA MILLIONS GROUP's pre-approved qualified brokers shall determine the cash pool needed to fund the guaranteed annuitized Grand Prize.

   c. 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 best quotes provided by MEGA MILLIONS GROUP's pre-approved qualified brokers submitting quotes.

2. In no case shall quotes be used which are more than two weeks old and if less than three quotes are submitted, then MEGA MILLIONS GROUP 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 Paragraph 14.C.6.B. of this Rule 14.C becomes necessary.

14.C.9 Grand Prize Account

A. The draw reports determine whether the member lotteries owe funds to the MUSL or the MUSL needs to transfer money to the member lotteries. The Party Lottery shall transfer to the MUSL in trust an amount as determined to be its total proportionate share of the prize account less actual set prize liability. If this results in a negative amount, the MUSL central office shall transfer funds to the Party Lottery.

B. All funds to pay a grand prize that go unclaimed shall be returned to the Lottery by the MUSL in proportion to sales by the Lottery for the grand prize in question after the claiming period set by the Lottery selling the winning ticket expires.

14.C.10 Funds Transfer

A. Draw Receivables from Member Lotteries

   Funds shall be collected by the MUSL from each MUSL Party Lottery weekly by wire transfer or other means acceptable to the MUSL. The MUSL shall determine collection days. The amount to be transferred shall be calculated in accordance with the "MEGA MILLIONS GAME®" rules.

B. Initial Grand Prize Funds Transferred to Party Lottery

   The Grand Prize amount held by MEGA MILLIONS GROUP shall be transferred to the MUSL within fifteen (15) calendar days of a winning draw by a Party Lottery.
C. Subsequent Grand Prize Payments from the PRODUCT GROUP to Party Lotteries.

The Grand Prize amount held by the PRODUCT GROUP for subsequent payment to annuity winners shall be transferred to the Party Lottery seven days preceding the first working day preceding the anniversary of the awarded grand prize. The Party Lottery will then make payment to the annuity winner.

14.C.11 Drawings

A. The “MEGA MILLIONS GAME®” drawings shall be held twice each week on Tuesday and Friday evenings, except that the drawing schedule may be changed by the MEGA MILLIONS GROUP Board. In the event of an act of Force Majeure the drawing shall be rescheduled at the discretion of the MEGA MILLIONS GROUP and the MUSL MEGA MILLIONS GROUP BOARD.

B. Each drawing shall determine, at random, six winning numbers in accordance with drawing guidelines. The Lottery Commission shall review and approve drawing guidelines. Any numbers drawn are not declared winning numbers until the drawing is certified by MEGA MILLIONS GROUP in accordance with the "MEGA MILLIONS GAME®" drawing guidelines. The winning numbers shall be used in determining all "MEGA MILLIONS GAME®" winners for that drawing. If a drawing is not certified, another drawing will be conducted to determine actual winners.

C. Each drawing shall be witnessed by an auditor as required in C.R.S. 24-35-208 (2)(d). All drawing equipment used shall be examined by the auditor immediately prior to, but no sooner than thirty (30) minutes before, a drawing and immediately after, but no later than thirty (30) minutes following the drawing. All drawings, inspections and tests shall be recorded on videotape.

D. The drawing shall not be invalidated based on the liability of the Lottery.

E. The drawing procedures shall provide that a minimum of fifty-nine (59) minutes elapse between the close of the game ticket sales and the time of the drawing for those tickets sold. All drawings shall be open to the public.

14.C.12 Advance Play

Advance play provides the opportunity to purchase "MEGA MILLIONS GAME®" tickets for more than one drawing. Advance play tickets shall be available for purchase in variable increments. The Advance Play feature shall be available at the discretion of the Director.

14.C.13 MUSL MEGA MILLIONS PRODUCT GROUP Accounting and Finance

A. Prize Reserve and Set Prize Reserve contributions from Party Lotteries shall be one percent (1%) of sales. The PRODUCT GROUP may establish a maximum balance for the prize reserve account(s). 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 at the end of this game shall be carried forward to a replacement prize reserve account or expended in a manner as directed by the PRODUCT GROUP in accordance with jurisdictional law.

B. Draw receivables from Party Lotteries

The draw reports determine whether the Party Lottery owes and needs to transfer funds to the MUSL, or the MUSL owes and needs to transfer funds to the Party Lottery. (The procedures and corresponding time lines documenting the timely and effective transfer of funds between the Party Lottery and the MUSL can be found in the Party Lottery’s financial procedures.) Four different transfers are made on a continual basis:
1. Draw receivables transferred from the Party Lottery to the MUSL,
2. Set prize payments transferred from the MUSL to the Party Lottery,
3. Grand Prize payments from the Party Lottery to the MUSL; and
4. Subsequent Grand Prize annuity payments from the MUSL to the Party Lottery.

**14.C.14 Jackpot Game Licensee Commission, Cashing Bonus, Selling Bonus, and Marketing Performance Bonus**

A. In addition to the Six Percent (6%) Commission set forth in Rule 14.19, retailers can earn a Cashing Bonus, Selling Bonus and Marketing Performance Bonus.

1. Each retailer will receive a cashing bonus of one percent (1%) of each prize paid by the licensee up to and including $599.

2. In order to receive a Selling Bonus, the following criteria must be met:
   a. A licensee must have sold a Grand Prize or a Second Prize Category winning multi-state Jackpot game ticket.
   b. Payment of the jackpot-selling bonus will occur once Lottery security has confirmed the selling licensee.
   c. A licensee must be selling multi-state Jackpot Game tickets up to and including the day that the ticket is validated by the Lottery and must be the same licensed licensee who sold the winning ticket.
   d. The Director or designee shall determine the amount of the jackpot-selling bonus for each qualified-prize-winning ticket sold.

3. In order to receive a five-tenths of one percent (.5%) Marketing Performance Bonus the following criteria must be met:
   a. A licensee must be licensed on the date the marketing performance bonus is declared;
   b. A licensee must sell Scratch tickets up to and including the final sales day in which the marketing performance bonus is declared;
   c. A licensee must meet or exceed the requirements of the marketing performance bonus plan for the period for which the marketing performance bonus is declared.

B. In the event there is a residual resulting from the accrual of the one percent (1%) cashing bonus (14.C(13)(1)) and/or the five-tenths of one percent (.5%) marketing bonus (14.C.13(3)) have been expensed, the Director may provide additional compensation to licensees as described in 14.C.13(2)(d) or may revert the excess amount thereby decreasing the bonus expense.

**RULE 14.D COLORADO LOTTERY MULTI-STATE JACKPOT GAME, "MEGA MILLIONS" - "MEGAPLIER®"**

**BASIS AND PURPOSE OF AMENDED RULE 14.D**
The purpose of Amended Rule 14.D is to provide specific game details and requirements for the Colorado Lottery Multi-State Jackpot Game "MEGA MILLIONS GAME®" "MEGAPLIER®" such as type of play, prizes, method of selecting winning numbers and drawings. The statutory basis for Amended Rule 14.D is found in C.R.S. 24-35-201, 24-35-208 (1) (a) and (2), and 24-35-212.


A. A Colorado Lottery multi-state Jackpot game known as "MEGA MILLIONS GAME®" shall have a game option known as "MEGAPLIER®", which allows players the option to pay an additional one dollar ($1) for a chance to increase any Set Prize they may win on that purchase. This game option is authorized to be conducted by the Colorado Lottery Director (Director) under the following Rules and Regulations and under such further instructions and directives as the Director may issue in furtherance thereof. If a conflict arises between Rule 14 and this Rule 14.D, Rule 14.D shall apply.

B. The Party Lottery and the Lottery Commission, prior to implementation, must approve all MUSL MEGA MILLIONS GROUP guidelines and MUSL MEGA MILLIONS GROUP BOARD decisions associated with this "MEGAPLIER®".

C. The Director will be a voting member of the MUSL Board during the timeframe in which the Lottery shall be a member of MUSL. The Director will also be a voting member of any MUSL Specific Product Group the Lottery joins.

D. At any time the Director determines that any provisions of the MUSL or of MUSL’s Specific Game Playing Rules do not sufficiently provide for the security and integrity necessary to protect the Colorado Lottery, he/she shall recommend to the Lottery Commission that the Lottery end its membership with MUSL or with the Specific Product Group. Upon concurrence by the Lottery Commission, membership can end at any time.

14.D.2 Definitions

Refer to the definitions provided in Paragraph 1.2 of Rule 1, Paragraph 13.2 of Rule 13, Paragraph 14.2 of Rule 14, and Paragraph 14.C.2 of Rule 14.C.

14.D.3 Price of "MEGAPLIER®"

A. The price of each "MEGAPLIER®" play selected shall be $1.00. A player will have the Party Lottery licensee manually enter the "MEGAPLIER®" into the Jackpot Game terminal to purchase up to ten MEGA MILLIONS GAME® plays with ten "MEGAPLIER®" for a single draw as follows:

<table>
<thead>
<tr>
<th>Number of MEGA MILLIONS plays</th>
<th>Number of MEGA MILLIONS boards</th>
<th>Cost of MEGA MILLIONS boards</th>
<th>Number of &quot;MEGAPLIER®&quot; boards</th>
<th>Cost of &quot;MEGAPLIER®&quot; boards</th>
<th>Total cost MEGA MILLIONS boards with &quot;MEGAPLIER®&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>One Board</td>
<td>$1.00</td>
<td>One Board</td>
<td>$1.00</td>
<td>$2.00</td>
</tr>
<tr>
<td>2</td>
<td>Two Boards</td>
<td>$2.00</td>
<td>Two Boards</td>
<td>$2.00</td>
<td>$4.00</td>
</tr>
<tr>
<td>3</td>
<td>Three Boards</td>
<td>$3.00</td>
<td>Three Boards</td>
<td>$3.00</td>
<td>$6.00</td>
</tr>
<tr>
<td>4</td>
<td>Four Boards</td>
<td>$4.00</td>
<td>Four Boards</td>
<td>$4.00</td>
<td>$8.00</td>
</tr>
<tr>
<td>5</td>
<td>Five Boards</td>
<td>$5.00</td>
<td>Five Boards</td>
<td>$5.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>6</td>
<td>Six Boards</td>
<td>$6.00</td>
<td>Six Boards</td>
<td>$6.00</td>
<td>$12.00</td>
</tr>
</tbody>
</table>
### 14.D.4 Ticket Purchases

MEGA MILLIONS GAME® tickets with "MEGAPLIER®" may be purchased only from a Party Lottery licensee authorized by the Director to sell multi-state Jackpot Game tickets.

A. MEGA MILLIONS GAME® tickets with "MEGAPLIER®" shall show, at a minimum, the player’s selection of numbers, the boards played, drawing date, "MEGAPLIER®" chosen and validation and reference numbers.

B. A purchaser of a MEGA MILLIONS GAME® ticket must choose, at the time of purchase, whether or not he/she wants the "MEGAPLIER®". If the purchaser chooses the "MEGAPLIER®" for the ticket, the cost of the "MEGAPLIER®" will be $1.00 per board. (See Paragraph 14.D.3 of this Rule 14.D for detailed MEGAPLIER® costs.) "MEGAPLIER" applies to all boards on a single ticket and cannot be purchased on a board-by-board basis.

### 14.D.5 Method of play

There will be no change in play for the MEGA MILLIONS GAME® 5/75 + 1/15 game. "MEGAPLIER®" is effective only for players who choose "MEGAPLIER®" at time of purchase and pay an additional $1.00 per board.

A. The MEGA MILLIONS GAME® "MEGAPLIER®" drawings shall be held twice each week on Tuesday and Friday. The MEGA MILLIONS GAME® "MEGAPLIER®" drawing is conducted by the Texas Lottery draw staff after all participating state’s draw sales are closed and prior to the MEGA MILLIONS drawing.

B. Each "MEGAPLIER®" drawing shall determine, at random, a single number in accordance with drawing guidelines. Any number drawn is not declared a winning number until the drawing is certified in accordance with the MEGAPLIER® drawing guidelines. The number drawn shall be used to determine all MEGA MILLIONS GAME® "MEGAPLIER®" prize amounts for that drawing. If a MEGAPLIER® drawing is not certified, the MEGAPLIER® number for the drawing defaults to "4".

C. "MEGAPLIER®" multipliers are weighted as follows:

<table>
<thead>
<tr>
<th></th>
<th>MEGAPLIER® &quot;5&quot;</th>
<th>MEGAPLIER® &quot;4&quot;</th>
<th>MEGAPLIER® &quot;4&quot;</th>
<th>MEGAPLIER® &quot;2&quot;</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frequency</td>
<td>6</td>
<td>3</td>
<td>4</td>
<td>2</td>
<td>15</td>
</tr>
<tr>
<td>Percentage</td>
<td>40%</td>
<td>20%</td>
<td>26.66%</td>
<td>13.33%</td>
<td>99.99%</td>
</tr>
</tbody>
</table>
D. Each "MEGAPLIER®" drawing shall be witnessed by an auditor, as required in C.R.S 24-35-208 (2)(d). All drawing equipment used shall be examined by the auditor immediately prior to, but no sooner than thirty (30) minutes before, a drawing and immediately after, but no later than thirty (30) minutes following the drawing.

E. The drawing shall not be invalidated based on the liability of a Party Lottery.

F. All "MEGAPLIER®" drawings shall be open to the public.

G. All drawings, inspections and tests shall be recorded on videotape.

**14.D.6 Prizes For MEGA MILLIONS GAME® with "MEGAPLIER®" Selected**

A. Players who choose the "MEGAPLIER®" and pay the extra $1.00 per board and who win the Second through Eighth set prize (any prize except the Grand Prize) will receive an amount equal to the set prize multiplied by the "MEGAPLIER®" number selected at the drawing. See the following table for prizes won if "MEGAPLIER®" is chosen and the set prizes are not pari-mutuel as defined in Paragraph 14.C.6.C. of Rule 14.C.

<table>
<thead>
<tr>
<th>MEGA MILLIONS Prize Category</th>
<th>MEGA MILLIONS Prize Amounts</th>
<th>MEGAPLIER® &quot;2&quot; Drawn</th>
<th>MEGAPLIER® &quot;3&quot; Drawn</th>
<th>MEGAPLIER® &quot;4&quot; Drawn</th>
<th>MEGAPLIER® &quot;5&quot; Drawn</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Prize</td>
<td>Jackpot</td>
<td>Jackpot</td>
<td>Jackpot</td>
<td>Jackpot</td>
<td>Jackpot</td>
</tr>
<tr>
<td>Second Prize</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
<td>$3,000,000</td>
<td>$4,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Third Prize</td>
<td>$5,000</td>
<td>$10,000</td>
<td>$15,000</td>
<td>$20,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Fourth Prize</td>
<td>$500</td>
<td>$1,000</td>
<td>$1,500</td>
<td>$2,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>Fifth Prize</td>
<td>$50</td>
<td>$100</td>
<td>$150</td>
<td>$200</td>
<td>$250</td>
</tr>
<tr>
<td>Sixth Prize</td>
<td>$5</td>
<td>$10</td>
<td>$15</td>
<td>$20</td>
<td>$25</td>
</tr>
<tr>
<td>Seventh Prize</td>
<td>$5</td>
<td>$10</td>
<td>$15</td>
<td>$20</td>
<td>$25</td>
</tr>
<tr>
<td>Eighth Prize</td>
<td>$2</td>
<td>$4</td>
<td>$6</td>
<td>$8</td>
<td>$10</td>
</tr>
<tr>
<td>Ninth Prize</td>
<td>$1</td>
<td>$2</td>
<td>$3</td>
<td>$4</td>
<td>$5</td>
</tr>
</tbody>
</table>

B. If the set prizes are pari-mutuel as defined in Paragraph 14.C.6.C. of Rule 14.C, and the player has selected and paid for the "MEGAPLIER®", the amount of the pari-mutuel set prize will be multiplied by the "MEGAPLIER®" number drawn for that drawing.

C. The prize pool contribution for all "MEGAPLIER®" prize categories shall consist of a percent of "MEGAPLIER®" sales as shown in Section 14.D.5 plus approximately five percent (5%) of "MEGAPLIER®" sales collected as a prize reserve.

**14.D.7 Prize Payment**

A. Set Prizes

All set prizes (all prizes except the Grand Prize) with the "MEGAPLIER®" shall be paid by the Party Lottery. The Party Lottery may begin paying set prizes after receiving authorization to pay from the MUSL central office.
B. Prizes Rounded

All prizes that include "MEGAPLIER®" may become pari-mutuel prizes. These 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.

14.D.8 Advance Play

Advance play provides the facility to purchase MEGA MILLIONS GAME® tickets for more than one drawing. A purchaser of MEGA MILLIONS GAME® tickets may also purchase "MEGAPLIER®" for all Advance Play plays. The Advance Play feature shall be available at the discretion of the Director.

The cost of each MEGAPLIER® ticket shall be an additional $1.00 per board per drawing. E.g.: one MEGA MILLIONS GAME® play for two drawings with "MEGAPLIER®", $4.00, one MEGA MILLIONS GAME® play for four drawings with "MEGAPLIER®", $8.00. MEGAPLIER applies to all drawings for which the ticket is purchased and "MEGAPLIER®" is selected. Players cannot elect the option on a drawing-by-drawing basis when purchasing Advance Play tickets.

14.D.9 MEGA MILLIONS GAME® MEGAPLIER® Promotion

The Colorado Lottery will participate in any announced MEGA MILLIONS GAME® MEGAPLIER® promotions. The times and dates of any MEGA MILLIONS GAME® MEGAPLIER® promotion will be announced by the MUSL MEGA MILLIONS GAME® board and will be offered in conjunction with existing rules and regulations pertaining to the MEGA MILLIONS game.

RULE 15 REPEALED [Eff. 04/30/2009]

RULE 16 REPEALED [Eff. 04/30/2009]

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Editor's Notes

History


Rule 12 emer. rule eff. 05/09/2007.


Rules 2, 6.UM, 6.UN; 12 eff. 07/30/2007.


Rule 6.UY emer. rule eff. 08/31/2007.


Rule 6.VP eff. 03/01/2008.


Rule 6.VY emer. rule eff. 04/16/2008.


Rules 6.VF, 6.VZ emer. rule eff. 05/14/2008.


Rule 6.VZ eff. 06/30/2008; Rules 6.ST, 6.SV, 6.SZ, 6.TC, 6.TD, 6.TF, 6.TI, 6.TK, 6.TU, 6.TV, 6.UC, 6.UG repealed eff. 06/30/2008.


Rules 6.WQ - 6.WZ eff. 10/30/2008.


Rules 6.XR, 6.XS, 6.XT, 6.XU eff. 03/02/2009.

Rules 6.XV, 6.XW, 6.XX, 6.XY eff. 03/30/2009.


Rules 6.XZ, 6.YA, 6.YB, 6.YC eff. 05/30/2009.


Rule 6.WV emer. rule eff. 10/14/2009; expired eff. 01/14/2010.


Rules 5, 10 eff. 01/30/2010; Rule 6.WN repealed eff. 01/30/2010.

Rules 1, 6.WV, eff. 02/03/2010; Rules 6.VX, 6.WU repealed eff. 02/03/2010.


Rule 10.E eff. 05/30/2010.


Rule 10.F eff. 06/30/2010.

Rule 5 emer. rule eff. 07/14/2010.

Rule 6.XQ repealed eff. 07/30/2010.


Rule 10.G emer. rule eff. 02/09/2011.

Rule 10.F eff. 03/02/2011; Rules 6.TR, 6.WP, 6.WQ, 6.WV, 6.WW, 6.XJ, 6.XO, 6.YB, 6.YJ repealed eff. 03/02/2011.
Repealed rules 6.WZ, 6.XH eff. 04/30/2011.

Rule 10.G; Repealed rules 6.WM, 6.XZ, 6.YD, 6.YH eff. 05/30/2011.


Repealed rules 6.EU, 6.YE, eff. 11/14/2011.

Repealed rules 6.XF, 6.XX, eff. 11/30/2011.

Rule 10 eff. 12/30/2011.

Rule 10.E.5 eff. 01/30/2012; rule 10.F repealed eff. 01/30/2012.


Rules 12, 13 repealed eff. 07/30/2012.

Rule 10.G repealed eff. 08/30/2012.

Rule 4 eff. 08/30/2012.

Rule 10.F eff. 09/30/2012.

Rule 10.B eff. 12/30/2012.

Rules 10.A, 10.D eff. 06/30/2013; rule 10.E repealed eff. 06/30/2013.


Rules 1, 10.A eff. 10/30/2013; rule 11 repealed eff. 10/30/2013.


Rule 10.F repealed eff. 01/30/2014.

**Annotations**

Rule 12.2 (adopted 06/13/2007) was not extended by Senate Bill 08-075 and therefore expired 05/15/2008.