

DEPARTMENT OF REVENUE

Colorado Lottery

LOTTERY RULES AND REGULATIONS

1 CCR 206-1

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

**BASIS AND PURPOSE ~~OF 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 “~~MegaEGA MillionsLLIONS GAME®~~” such as ~~sale of Ticketstype of play, payment of pPrizes, and method effor selecting and validating winning Ticketsnumbers, drawings, and the allocation of revenues.~~ The statutory basis for ~~Amended~~ Rule 14.C ~~areis found in~~ C.R.S. 44-40-101, ~~44-40-104, 44-40-105,~~ 44-40-109 (1) (a) and (2), ~~and 44-40-113, and 44-40-114.~~

**14.C.1 General Provisions**

~~Amended Rule 14.C becomes effective with sales on October 28, 2017, with the first draw on October 31, 2017.~~

~~The A Colorado Lottery mMulti-sState Jackpot gGame to be known as “MegaEGA MillionsLLIONS GAME®” is authorized toshall be conducted pursuant toby the Colorado Lottery Director (Director) under the following Rules and Regulations and under such further instructions and directives as the Colorado Lottery Director (Director) and Colorado Lottery Commission (Commission) may issue in furtherance thereof. If a conflict arises between Rule 14 Multi-State Jackpot Games and this Rule 14.C, Rule 14.C shall apply.~~

The ~~MegaEGA MillionsLLIONS Product GroupROUP~~ consists of 12 ~~pParty lLotteries~~ and the ~~Multi-State Lottery Association (MUSL)~~ as representation for participating MUSL ~~pParty lLotteries~~.

~~At any time the Director determines that any provisions of the MEGA MILLIONS GROUP’s 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 MILLIONS PRODUCT GROUP.~~

**14.C.2 Definitions**

In addition to the definitions provided in ~~section 1.2 Paragraph 1.2~~ of Rule 1 ~~General Rules, Regulations and Definitions~~ and ~~section 14.2 of~~ Rule 14 ~~Multi-State Jackpot Lottery Games~~, 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.A.~~ “~~Game Board(s)~~” or “~~Board(s)~~” means that area of the ~~p~~Play ~~s~~Slip, also known as a “panel”, ~~which~~that contains sets of numbered squares to be marked by the player.
- ~~E.B.~~ “Grand Prize” or “Jackpot” 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, the top prize of the MEGA MILLIONS GAME®. It is the estimated annuitized Grand Prize amount as determined by the Mega Millions Consortium and communicated through the Selling Lotteries prior to the Grand Prize drawing. The advertised Grand Prize is not a guaranteed prize amount and the actual Grand Prize amount may vary from the advertised amount. The annuity Grand Prize is an amount that will be paid in thirty (30) graduated 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.C.~~ “Just the Jackpot” means the ~~P~~plays purchased to win the jackpot only. Colorado Lottery has opted not to participate in the Just the Jackpot option.
- ~~H.~~ “~~Matching Combinations~~” means ~~the numbers on a play that coincide with the numbers randomly selected at a drawing for which that play was purchased.~~
- ~~I.~~ “~~MEGA MILLIONS LOTTERY OR LOTTERIES~~” 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 PRODUCT GROUP for the selling of the “MEGA MILLIONS GAME®”.~~
- ~~J.~~ “~~MUSL MEGA MILLIONS PRODUCT GROUP~~” or “~~PRODUCT GROUP~~” means ~~the group of lotteries that has joined together to offer the “MEGA MILLIONS GAME®”.~~
- ~~K.D.~~ “~~MUSL MEGA MILLIONS GROUP Board~~BOARD” means the governing body of the MUSL ~~Mega~~EGA ~~Millions~~ILLIONS ~~Product~~RODUCT ~~Group~~ROUP, which is comprised of the chief executive officer of each Party Lottery.
- ~~L.E.~~ “Number” means any ~~p~~Play integer from one (1) through seventy (70) inclusive.
- ~~M.~~ “~~Party Lottery~~” means ~~a state lottery or lottery of a political subdivision or entity which has joined the MUSL and, in the context of the specific PRODUCT GROUP Rules, has joined in selling the game offered by the MUSL MEGA MILLIONS PRODUCT GROUP.~~
- ~~N.F.~~ “Play” or “~~bet~~” means the six (6) numbers, the first five (5) from a field of seventy (70) numbers and at least one (1) from a field of twenty-five (25) numbers, that appear on a ~~t~~Ticket or ticketless transaction as a single lettered selection and are to be played by a player in the game.
- ~~O.~~ “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~~
- ~~P.G.~~ “Prize Pool” means a defined percentage of sales as specified in this ~~R~~rule.
- ~~Q.~~ “~~PATP Terminal~~” or “~~Play at the Pump Terminal~~” means ~~a gasoline pump having the capability to sell PATP Tickets.~~
- ~~R.~~ “~~PATP Ticket~~” means ~~a Quick Pick Ticket issued electronically by a Jackpot Game Licensee to a player via a Play at the Pump Terminal which item(s) or group of number(s) are electronically associated with the debit card used by the player to purchase the ticket. The receipt for the purchase of the PATP Ticket is only a receipt for the Player’s records. The receipt does not constitute a Jackpot Game Ticket and shall not be used to redeem any prize.~~
- ~~S.~~ “~~PATP Ticket Validation~~” means ~~the process of determining whether a Player’s debit card has a winning Jackpot associated with it.~~

- ~~T. "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 a the game.~~
- ~~U. "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.~~
- ~~V. "Set Prize" means all other prizes except the Grand Prize and, except in instances outlined in these rules, will be equal to the prize amount established within the Specific Game Playing Rules.~~
- ~~W.H. "Set Prize Pool" (SPP) means anis a prize pool account held by MUSL which is used to fund the Set Prizes. The SPP shallthat holds the temporary balances, that may result from having fewer than expected winners in the Set Prize (aka lower tier prize) categoriesstransferred to MUSL from Party Lotteries, which results from having fewer-than-expected Prize Winners in the Set Prize Categories. This money is paid out to Party Lotteries in subsequent Drawings that have more Prize Winners than are statistically expected in the Set Prize Categories.~~
- ~~X. "Share(s)" means the total number of matching combinations within each prize category as determined for each drawing.~~
- ~~Y. "Winning Numbers" means the six (6) numbers, the first five (5) from a field of seventy (70) numbers and the last one (1) from a separate field of twenty five (25) 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 "MegaEGA MillionsILLIONS GAME®" TicketPlay/Board**

~~The price of each "MegaEGA MillionsILLIONS GAME®" Play play/board shall be Two Dollars (\$2.00). 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.514.C.4 Play for "MegaEGA MillionsILLIONS GAME®"**

- ~~A. Type of play:~~
- ~~A. \_\_\_\_\_~~

A “~~MegaEGA MillionsILLIONS GAME®~~” player must select six (6) ~~n~~Numbers in each play; five (5) ~~n~~Numbers out of seventy (70) plus one (1) out of twenty-five (25). A winning ~~p~~Play is achieved only when the following combinations of ~~n~~Numbers selected ~~by the player~~ match, in any order, the five (5) plus one (1) ~~w~~Winning ~~n~~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. The player can use Play Slips, as described in section 14.C.8., to make Number selections. The Jackpot Gaming Terminal reads the Play Slip and issues a Ticket with corresponding Play(s). If a Play Slip is not available, the 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 Jackpot Gaming Terminal, commonly referred to as a Quick Pick or partial Quick Pick. 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~~14.C.5 Prizes For “~~MegaEGA MillionsILLIONS GAME®~~”

A. Odds of winning a Prize are displayed in the table below:

MATCHING COMBINATIONS	PRIZE CATEGORY	ODDS OF WINNING (ONE PLAY)
All five (5) of first set plus one (1) of second set	Grand Prize	1:302,575,350
All five (5) of first set plus none of second set	Second Prize	1:12,607,306
Any four (4) of first set, but not five, plus one (1) of second set	Third Prize	1:931,001
Any four (4) of first set, but not five, plus none of second set	Fourth Prize	1:38,792
Any three (3) of first set, but not four or five, plus one (1) of second set	Fifth Prize	1:14,547
Any three (3) of first set, but not four or five, plus none of second set	Sixth Prize	1:606
Any two (2) of first set, but not three, four or five, plus one (1) of second set	Seventh Prize	1:693
Any one (1) of first set, but not two, three, four or five, plus one (1) of second set	Eighth Prize	1:89
None of first set plus one (1) of second set	Ninth Prize	1:37

Overall odds of winning any prize	1:24.0
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B. The Prize Pool contribution for all Prize Categories shall consist of up to fifty-five percent (55%) of each Drawing period's sales, inclusive of contributions to the Prize Pool accounts and Prize Reserve Accounts (PRA). An amount up to five percent (5%) of a Party Lottery's sales shall be added to a Party Lottery's Mega Millions Prize Pool contribution and placed in trust in one or more prize pool and prize reserve accounts held by the Product Group at any time that the Party Lottery's share of the Prize Reserve Account (PRA) is below the amounts designated by the Product Group.

PRIZE POOL

<u>Prize Category</u> <u>PRIZE</u> <u>CATEGORY</u>	<u>Prize-</u> <u>Amounts</u> <u>PRIZE</u> <u>AMOUNTS</u>	<u>Allocation of</u> <u>Prize-</u> <u>Pool</u> <u>ALLOC</u> <u>ATION OF</u> <u>PRIZE</u> <u>POOL</u>	<u>Prize Pool</u> <u>Percentage of</u> <u>Sales</u> <u>PRIZE</u> <u>POOL</u> <u>PERCENTAG</u> <u>E OF SALES</u>
Grand Prize	Announced Jackpot	75.3018%*	37.6509%
Second Prize	\$1,000,000	7.9319%	3.96595%
Third Prize	\$10,000	1.0742%	0.5371%
Fourth Prize	\$500	1.2889%	0.64445%
Fifth Prize	\$200	1.3749%	0.68745%
Sixth Prize	\$10	1.6498%	0.8249%
Seventh Prize	\$10	1.4436%	0.7218%
Eighth Prize	\$4	4.4752%	2.2376%
Ninth Prize	\$2	5.4597%	2.72985%
TOTAL		100.00%	50.00%

\*Grand Prize pool percentage allocated to the Grand Prize shall be combined with Just the Jackpot Prize pool percentage allocated to the Grand Prize. Colorado Lottery has opted not to participate in the Just the Jackpot option.

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 Plays matching all five (5) of the first set plus one (1) of the

second set.

2. If the total of the original MegaEGA Millions@ILLIONS sSet pPrizes and the Megaplier pPrize amounts awarded in a dDrawing exceeds the percentage of the pPrize pPools allocated to the set prizes, then the amount needed to fund the Set Prizes (including the Megaplier pPrize amounts) awarded can be drawn from the Prize Pool Accounts and Prize Reserve Accounts or become pari-mutuel prizes as determined by the ProductRODUCT GroupROUP.

#### ~~14.C.7 Prize Pool Accounts and Prize Reserve Accounts~~

~~A. The following prize reserve accounts for the MEGA MILLIONS GAME @ are hereby established:~~

- ~~1. The PRA is used to guarantee the payment of valid, but not anticipated, Grand Prize claims that may result from a system error or other reason to fund deficiencies in the Set-Aside Pool, and to fund pari-mutuel prize deficiencies allowed by the PRODUCT GROUP rules.~~
- ~~2. The following prize pool accounts for the MEGA MILLIONS GAME @ are hereby established:~~
  - ~~a. The Grand Prize Pool (GPP), which is used to fund the current Grand Prize;~~
  - ~~b. The Set Prize Pool (SPP), which is used to fund the Set Prizes. The SPP shall hold the temporary balances that may result from having fewer than expected winners in the Set Prize (aka lower tier prize) categories. The Source of the SPP is the Party Lottery's weekly prize contributions less actual Set Prize liability; and~~
  - ~~c. The Set-Aside Pool (SAP), which is used to fund the payment of awarded minimum starting annuity Grand Prizes and the minimum annuity Grand Prize increase, if necessary (subject to the limitations in these rules), as may be set in the PRODUCT GROUP. The source of the SAP funding shall accumulate from the difference between the amount in the Grand Prize Pool at the time of a Grand Prize win and the amount needed to fund Grand Prize payments as determined by the Mega Millions Lotteries.~~

~~The above prize reserve accounts shall have maximum balance amounts or balance-limiter triggers that are set by the PRODUCT GROUP.~~

- ~~B. The PRODUCT GROUP may determine to expend all or a portion of the funds in the accounts (except the GPP) 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~~14.C.6 **Prize Payment of Prizes**

~~A. Grand Prizes~~

- ~~1.A. Grand Prizes shall be paid, at the election of the tTicket bearerHolder either by a single cash payment or in a series of annuity payments. The tTicket bearerHolder becomes entitled to the pPrize at the time the pPrize is validated as a Prize wWinner. The election to take the cash payment or annuity payments may be made at the time the pPrize is validated or within 60 days after the tTicket bearerHolder becomes entitled to the pPrize. If no election is made within 60~~

days after the ~~t~~Ticket bearer/Holder becomes entitled to the ~~p~~Prize, the ~~p~~Prize shall be paid as an annuity-~~prize~~. The election is final and cannot be revoked, withdrawn or otherwise changed.

~~2.1.~~ Shares of the Grand Prize shall be determined by dividing the cash available in the Grand Prize ~~p~~Pool equally among all boards matching all five (5) of the first set plus one

(1) of the second set of drawn ~~n~~Numbers. Winner(s) who elect a cash ~~option~~-payment shall be paid their ~~s~~Share(s) in a single ~~cash~~ payment.

a. ~~The starting guaranteed annuity Grand Prize value is forty million dollars (\$40,000,000). The Product Group may, but is not required to, offer guaranteed minimum Grand Prize Amounts or minimum increases in the Grand Prize Amount between Drawings. The Product Group may 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.~~

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.~~

~~e.b.~~ The cash option ~~p~~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 ~~d~~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 forty million dollars (\$40,000,000).~~

~~4.2.~~ All annuitized ~~p~~Prizes shall be paid annually in thirty (30) graduated payments.

~~5.3.~~ Funds for the initial payment of an annuitized ~~p~~Prize or the lump sum cash ~~option~~-~~p~~Prize shall be made available by MUSL for payment by to the Party Lottery no earlier than within 15the fifteenth calendar days (or the next banking day if the fifteenth day is a holiday) following the date of the winning dDrawing. If funds are unavailable to cover the full lump sum cash option, payment may be delayed. 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.

~~6.4.~~ In the event of the death of a ~~l~~Lottery Prize wWinner during the annuity payment period, the ~~MUSL Finance & Audit Committee Product Group,~~ in its sole discretion, upon the petition of the estate of the ~~l~~Lottery Prize wWinner (the "Estate") to the ~~Party~~-Lottery, and subject to federal, state, or district applicable laws, may accelerate the payment of all of the remaining ~~l~~Lottery proceeds to the Estate. If the Product Group makes such a determination is made, then securities and/or cash held to fund the deceased ~~l~~Lottery Prize wWinner's annuitized ~~p~~Prize may be distributed to the Estate. The identification of the securities to fund the annuitized ~~p~~Prize shall be at the sole discretion of the ~~Finance & Audit Committee or PRODUCT GROUP~~Product Group.

## B. ~~Set Prizes~~

1. The Director's decision with respect to the ~~v~~Validation and payment of ~~s~~Set pPrizes, whether during a "MegaEGA Millions!LLIONS GAME®" ~~game~~ or any ~~d~~Drawing related thereto, shall be final and binding upon all participants in the ~~Party~~-Lottery.

~~2. All set prizes 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. All liability for a MEGA MILLIONS prize are discharged upon~~



~~payment of a prize claim.~~

~~C. All Set Prizes (excluding 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. All liability for a "Mega Millions®" Prize is discharged upon payment of a Prize.~~

~~C. Prizes Rounded~~

~~D.~~

~~1. 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 Prize winner(s) 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.E. 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. 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.F. If the Grand Prize is not won in a Drawing, the Prize money allocated for the Grand Prize shall Roll-Over and be added to the Grand Prize Pool for the following Drawing. Law~~

~~1. In purchasing a Play, or attempting to claim a prize, purchasers and prize claimants agree to comply with and abide by all applicable laws, rules, regulations, procedures, and decisions of the Party Lottery where the play was purchased, and by directives and determinations of the Director of that Party Lottery. Additionally, the player shall be bound to all applicable provisions in the Mega Millions Finance and Operations Procedures.~~

~~2. A prize claimant agrees, as its sole and exclusive remedy, that claims arising out of a Mega Millions Play can only be pursued against the Party Lottery which issued the Play. Litigation, if any, shall only be maintained within the jurisdiction in which the Mega Millions Play was purchased and only against the Party Lottery that issued the Play. No claim shall be made against any other Party Lottery or against the MUSL.~~

~~3. Nothing in these Rules shall be construed as a waiver of any defense or claim that Party Lottery which issued the Play, any other party Lottery, or the MUSL may have in any litigation, including in the event a player or prize claimant pursues litigation against a party Lottery or the MUSL, or their respective officers, directors or employees.~~

~~4. All decisions made by a Party Lottery, including the declaration of prizes and the payment thereof and the interpretation of Mega Millions Rules, shall be final and binding on all Play purchases and on every person making a prize claim in respect thereof, but only in the jurisdiction where the Mega Millions Play was issued.~~

~~5. Unless the laws, rules, regulations, procedures, and decisions of the Party Lottery which issued the Play provide otherwise, no prize shall be paid upon a Play purchased, claimed or sold in violation of these Rules or the laws, rules, regulations, procedures, and decisions of that Party Lottery; any such prize claimed but unpaid shall constitute an unclaimed prize under these Rules and the laws, rules, regulations, procedures, and decisions of that Party Lottery.~~

#### **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 fourteen (14) 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 (7) 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~~ **14.C.7 Drawings**

~~A. The "MegaEGA MillionsLLIONS GAME®" dDrawing shall be held twice each week on Tuesday and Friday evenings, unless except that the dDrawing schedule is may be changed by the MUSLEGA MILLIONS GROUP BoardOARD. In the event of an act of Force Majeure, the dDrawing shall be rescheduled at the discretion of the MEGA MILLIONS GROUP and the MUSL MEGA MILLIONS GROUP BoardOARD.~~

~~B. Each dDrawing shall determine, at random, six (6) winning nNumbers in accordance with dDrawing guidelinesProcedures. The Lottery Commission shall review and approve drawing guidelines. Any nNumbers drawn are not declared the wWinning Combination numbers until the dDrawing is certified by MUSLEGA MILLIONS GROUP in accordance with the "MegaEGA MillionsLLIONS GAME®" dDrawing guidelinesProcedure. The wWinning numbersCombination shall be used in determining all "MegaEGA MillionsLLIONS GAME®" Prize wWinners for that dDrawing. If a dDrawing is not certified, another dDrawing will be conducted to determine actualcertified Prize wWinners.~~

~~C. Each dDrawing shall be witnessed by an independent auditor as required in C.R.S. 44-40-109 (2)(d). All dDrawing 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 a dDrawing. All dDrawings, inspections, and tests shall be recorded on videotape.~~

~~D. The dDrawing shall not be invalidated based on the liability of the Lottery because the Numbers drawn create an excessive Prize liability for the Lottery.~~

~~E. The dDrawing pProcedures shall provide that a minimum of fifty-nine (59) minutes elapse between the close of the game tTicket sales and the time of the dDrawing for those tTickets sold.~~

E.F. All ~~e~~Drawings shall be open to the public.

#### **14.C.8 Sale of Tickets**

- A. “Mega Millions®” Tickets may be purchased from a Licensee authorized to sell Multi-State Jackpot Tickets.
- B. “Mega Millions®” Tickets shall show, at a minimum, the player’s selection of Numbers, the number of Plays, the Drawing date, and Validation Numbers.
- C. Plays may be entered manually using the Jackpot Gaming 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 Jackpot Gaming 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 Gaming Terminal to enter Plays, except as may be approved by the Lottery. Unapproved Play Slips or other devices may be seized by the Lottery.
- a. All Plays 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.
- D. “Mega Millions®” Tickets may not be cancelled.
- a. If the “Mega Millions®” game is cancelled by the Product Group prior to the occurrence of all Drawings for which Plays have been sold, the Lottery may provide a refund mechanism for such Plays to the Players, and the Lottery shall not be required to remit its Prize Pool contributions for any such refunded Plays.

#### **14.C.1214.C.9 Advance Play**

Advance Play provides the opportunity to purchase “Mega~~EGA~~ Millions~~ILLIONS GAME~~®” ~~t~~Tickets for more than one (1) consecutive ~~e~~Drawing. Advance Play ~~t~~Tickets shall be available for purchase in variable increments. The Advance Play feature shall be available at the discretion of the Director.

#### **14.C.10 Prize Reserve and Prize Pool Accounts**

- A. The following prize reserve accounts for the Mega Millions® game are hereby established:
2. The PRA is used to guarantee the payment of valid, but not anticipated, Grand Prize claims that may result from a system error or other reason to fund deficiencies in the Set-Aside Pool, and to fund pari-mutuel prize deficiencies allowed by the Product Group Rules.
3. The following Prize Pool accounts for the “Mega Millions® game are hereby established:
- a. The Grand Prize Pool, which is used to fund the current Grand Prize;
- b. The Set Prize Pool (SPP), which is used to fund the Set Prizes. The SPP shall hold the temporary balances that may result from having fewer than expected winners in the Set Prize (aka lower-tier prize) categories. The source of the SPP is the Lottery’s weekly prize contributions less actual Set Prize liability; and
- c. The Set-Aside Pool (SAP), which is used to fund the payment of awarded minimum starting annuity Grand Prizes and the minimum annuity Grand Prize increase, if necessary (subject to the limitations in these Rules), as may be set in the Product Group. The source of the SAP funding shall accumulate from the difference between the amount in the Grand Prize Pool at the time of a Grand Prize win and the amount needed to fund Grand Prize payments as determined by the Party Lotteries.

The above prize reserve accounts shall have maximum balance amounts or balance limiter triggers that are set by the Product Group.

- B. The Product Group may determine to expend all or a portion of the funds in the accounts (except the GPP) for the payment of Prizes or special Prizes in the game.
- C. The Shares of the Lottery may be adjusted with refunds to the Lottery from the PRA as may be needed to maintain the approved maximum balance and Shares of the Lottery.
- D. Any amount remaining in the PRA at the end of this game shall be carried forward to a replacement PRA or expended in a manner as directed by the Product Group on behalf of the Director or designee in accordance with Colorado law.
- E. In purchasing a Play, or attempting to claim a Prize, players and prize claimants agree to comply with and abide by all applicable laws, rules, regulations, procedures, and decisions of the Director. Additionally, the player shall be bound to all applicable provisions in the Mega Millions® Finance and Operations Procedures.
- F. All liabilities for “Mega Millions®” Prize are discharged upon payment of a Prize. A Prize claimant agrees as its sole and exclusive remedy that claims arising out of a “Mega Millions®” Play can only be pursued against the selling Party Lottery which issued the Play. Litigation, if any, shall only be maintained within the jurisdiction in which the “Mega Millions®” Play was purchased and only against the selling Party Lottery that issued the Play. No claim shall be made against any other Party Lottery or against MUSL.

Nothing in these Rules shall be construed as a waiver of any defense or claim that the selling Party Lottery which issued the Play, any other participating Lottery, or MUSL may have in any litigation, including in the event a player or Prize claimant pursues litigation against the selling Party Lottery, any other Party Lottery or MUSL, or their respective officers, Directors, or employees.

All decisions made by a selling Party Lottery, including the declaration of Prizes and the payment thereof and the interpretation of “Mega Millions®” Rules, shall be final and binding on all Play purchases and on every person making a Prize claim in respect thereof, but only in the jurisdiction where the “Mega Millions®” Play was issued.

Unless the laws, rules, regulations, procedures, and decisions of the Party Lottery which issued the Play provide otherwise, no Prize shall be paid upon a Play purchased, claimed, or sold in violation of these Rules or the laws, rules, regulations, procedures, and decisions of that selling Party Lottery; any such Prize claimed but unpaid shall constitute an unclaimed Prize under these Rules and the laws, rules, regulations, procedures, and decisions of that selling Party Lottery.

#### **14.C.11 Grand Prize Account**

- A. The draw reports determine whether the Party Lotteries owe funds to MUSL or MUSL needs to transfer money to the Party Lotteries. The Lottery shall transfer to 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. 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.C.12 Funds Transfer**

- A. Funds shall be collected by MUSL from each Party Lottery by wire transfer or other means acceptable to the Product Group. The Product Group shall determine collection days. The amount to be transferred shall be calculated in accordance with “Mega Millions®” Game Rules.

B. 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 Party Lotteries.

C. The Grand Prize Amount held by MUSL for subsequent payment to annuity Prize Winners shall be transferred to the Lottery within seven (7) days preceding the anniversary date of the selection of the Winning Combination. The Lottery will make payment to the annuity Prize Winner after the Grand Prize Amount is received from MUSL.

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

A. The ~~PRODUCT~~Product ~~Group~~Group~~ROUP~~ may establish a maximum balance for the ~~PR~~Prize reserve~~account(s)~~. The prize reserve contribution shall be used to fund the ~~PR~~Prize reserve~~account~~ until it reaches its maximum balance amounts. Once ~~PR~~Prize reserve~~account s~~ Shares reaches the ~~Party~~ Lottery's maximum balance amounts, prize reserve contributions will not be collected from the ~~ese~~ ~~Party~~ Lotter~~ies~~. The ~~s~~ Shares of ~~the~~ ~~a~~ ~~Party~~ Lottery may be adjusted with refunds to the ~~Party~~ Lottery from the ~~PR~~Prize reserve~~accounts(s)~~ as may be needed to maintain the approved maximum balance and ~~s~~ Shares of the ~~Party~~ Lotter~~ies~~. Any amount remaining at the end of this game shall be returned to the Party Lotteries, carried forward to a replacement ~~PR~~Prize reserve~~account~~ or expended in a manner as directed by the ~~Product~~RODUCT ~~Group~~Group~~ROUP~~ in accordance with ~~jurisdictional~~Colorado 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~~ Three (3) different transfers are made on a continual basis:

1. Draw receivables transferred from the ~~Party~~ Lottery to ~~the~~ MUSL,
2. Set ~~p~~Prize payments and Initial Grand Prize payments transferred from ~~the~~ MUSL to the ~~Party~~ Lottery, and
3. ~~Grand Prize payments from the Party Lottery to the MUSL; and~~
- 4-3. ~~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 or three percent (3%) Commission for PATP Terminals 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. A cashing bonus for a validated winning PATP Ticket shall be paid to the vendor administering the sale of the winning PATP Ticket and not the licensee.~~
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.~~
  - ~~e. A Selling Bonus determined by the sale of a PATP winning Ticket shall be divided equally between the licensee and the vendor administering the sale of the winning PATP Ticket.~~
- ~~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)1) and/or the five-tenths of one percent (.5%) Marketing Performance 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.~~