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AMENDED AND RESTATED
MEGA MILLIONS
OFFICIAL GAME RULES
EFFECTIVE:

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### **SECTION 1 - Purpose**

- 1.1 The purpose of the MEGA MILLIONS® game is the generation of revenue for Party Lotteries through the operation of a specially-designed multi-state lottery game that will award prizes to ticket holders matching specified combinations of numbers randomly selected in regularly scheduled drawings.
- 1.2 During each MEGA MILLIONS drawing, six (6) MEGA MILLIONS Winning Numbers will be selected from two (2) fields of numbers in the following manner: five (5) winning numbers from a field numbered one (1) through seventy (70); and one (1) winning number from a second field numbered one (1) through twenty-four (24). At the time of purchase, each Play Board on a MEGA MILLIONS Ticket will have a Multiplier feature that multiplies all non-Jackpot Prizes by 2X, 3X, 4X, 5X, or 10X.
- 1.3 Add-on Game. Where permitted by the governing laws, policies, procedures, regulations or rules of any Party Lottery jurisdiction, any Party Lottery, or several Party Lotteries together, may institute an Add-on Game that may provide prize amounts in addition to MEGA MILLIONS prize amounts. Any Party Lottery or several Party Lotteries together may institute more than one Add-on Game.

#### **SECTION 2 - Definitions**

- 2.1 Capitalized words and terms set forth below, when used within this document known as MEGA MILLIONS Official Game Rules (hereinafter "MEGA MILLIONS Rules") shall have the following meaning unless otherwise indicated:
- 2.2 Add-on Game A game that may provide prize amounts in addition to the MEGA MILLIONS prizes, other than the MEGA MILLIONS Grand/Jackpot Prize.
- 2.3 Agent, Sales Agent or Retailer An entity in any Party Lottery state that is licensed or contracted and equipped by its respective Party Lottery to sell Official MEGA MILLIONS Tickets.
- 2.4 Annual Annuitize/Annuity Option The manner in which the MEGA MILLIONS Grand/Jackpot Prize may be paid in thirty (30) graduated annual installments
- 2.5 Authorized Claim Center Any MEGA MILLIONS Agent or Retailer, or Party Lottery office, in the state where the winning Official MEGA MILLIONS Ticket was purchased.
- 2.6 Cash Option The manner in which the MEGA MILLIONS Grand/Jackpot Prize may be paid in a single payment.
- 2.7 Claimant Any person or (where permitted) entity submitting a claim form within the required time period to collect a prize for an Official MEGA MILLIONS Ticket. A Claimant may be the Purchaser, the person or (where permitted) entity named on a signed Official MEGA MILLIONS Ticket, the bearer of an unsigned Official MEGA MILLIONS Ticket, or any other person or (where permitted) entity who may seek entitlement to a MEGA MILLIONS prize payment in accordance with the MEGA MILLIONS Rules and Party Lottery governing laws, policies and rules. No Claimant may assert rights different from the rights acquired by the original Purchaser at the time of purchase.
- 2.8 Cross-Sell Agreement An agreement between the Party Lotteries and the Multi-State Lottery Association (MUSL) that authorizes the sale of Official MEGA MILLIONS Tickets in MUSL member Lottery jurisdictions and the sale of Powerball tickets in Party Lottery jurisdictions.
- 2.9 Courier A non-Lottery third-party entity or person, which is operating in a state in which the Courier is not legally prohibited to operate, who purchases MEGA MILLIONS Tickets on behalf of Purchasers, and delivers the Tickets to the Purchasers within that state.
- 2.10 Director(s) The chief executive of any Party Lottery or any other person to whom the Director's authority is lawfully delegated.
- 2.11 Grand/Jackpot Prize The top prize in the MEGA MILLIONS game.

- 2.12 Internet Game Ticket A game ticket for MEGA MILLIONS purchased via the internet, with or without any Add-on Game option as described in Section 13 adopted by Party Lottery or the Party Lotteries where permitted by the governing laws, policies or rules of a Party Lottery. Where sales of MEGA MILLIONS game tickets via the internet are authorized, such sales shall constitute Official MEGA MILLIONS Tickets for validation and other purposes set forth in these MEGA MILLIONS Rules.
- 2.13 Multiplier Unique number that is automatically selected by computer software according to the frequency set forth in Section 7.2 for each MEGA MILLIONS Play Board and prints directly on Official MEGA MILLIONS Tickets. The Multiplier increases non-Jackpot Prizes by two times, three times, four times, five times, or ten times the prize won.
- 2.14 Official MEGA MILLIONS Ticket A game ticket, produced on official paper with certain security controls by a MEGA MILLIONS Agent or Retailer in an authorized manner, bearing player or computer selected numbers, game name, drawing date, amount of wager, participation in any Add-on Game(s) and validation data. Where Subscription/Season Ticket and/or purchases via the internet sales of Official MEGA MILLIONS Tickets are authorized by a Party Lottery pursuant to Subsection 3.2 hereof, such sales may not necessarily be made by a MEGA MILLIONS Agent or Retailer and may not be recorded on official paper stock, but shall nevertheless constitute Official MEGA MILLIONS Tickets for validation and other purposes set forth in these MEGA MILLIONS Rules, for the duration of the Subscription/Season Ticket, or for purchases via the internet, in accordance with the governing laws, policies and rules of the Party Lottery that authorized the purchase.
- 2.15 Panel, Play Area or Play Board That area of an Official MEGA MILLIONS Ticket containing one field of five (5) one or two-digit player selected or Quick Pick, Auto Pick or Easy Pick numbers, a second field of one (1) one or two-digit player selected or Quick Pick, Auto Pick or Easy Pick numbers, and one Multiplier number that is computer selected according to the frequency set forth in Subsection 7.2 of these MEGA MILLIONS Rules.
- 2.16 Pari-Mutuel Total amount of sales allocated to pay prize Claimants, at the designated prize level, divided among the number of winning Official MEGA MILLIONS plays.
- 2.17 Party Lottery or Lotteries One or more of the state lotteries that is a current signatory on the then-current Amended and Restated Multi-State Lottery Agreement for Offering Mega Millions Game.
- 2.18 Play/Bet Slip A computer-readable form, issued by each Party Lottery, used in purchasing an Official MEGA MILLIONS Ticket, having a certain number of separate play areas (as designated by each Party Lottery), with each play area consisting of two (2) fields. One field contains seventy (70) areas/spaces, numbered one (1) through seventy (70); and one field contains twenty-four (24)

- areas/spaces, numbered one (1) through twenty-four (24). The Play/Bet Slip may additionally include boxes for selection of Cash Option or Annuity Option or other play features, at the discretion of each Party Lottery. The Play/Bet Slip must comply with the governing laws, policies and rules of the Party Lottery that issued the Play/Bet Slip.
- 2.19 Prize Fund That portion of MEGA MILLIONS gross sales set aside for the payment of MEGA MILLIONS prizes. The Prize Fund for any drawing is expected to be 50% of MEGA MILLIONS sales, but may be higher or lower based upon the number of plays at each prize level, as well as the funding required to contribute to the jackpot.
- 2.20 Purchaser(s) Player(s) of MEGA MILLIONS who purchase tickets in accordance with MEGA MILLIONS Rules and Party Lottery governing laws, policies and rules.
- 2.21 Quick Pick, Auto Pick or Easy Pick the random selection of game play number indicia by the selling Party Lottery's gaming system for an Official MEGA MILLIONS Ticket transaction.
- 2.22 Shared Liability The liability of the participating states in any MEGA MILLIONS game prize, or any MEGA MILLIONS Add-on game, will be in accordance with the MEGA MILLIONS Members' Finance and Operations Procedures applicable to that game.
- 2.23 Subscription/Season Ticket An extended, multi-draw purchase option wherein the same set(s) of numbers may be played for a specified number of consecutive drawings, effective on a future date prescribed by the governing laws, policies and rules of the Party Lottery offering the Subscription/Season Ticket option. Subscriptions/Season Tickets are distinguished from multi-draw tickets authorized by Subsection 5.10 of these MEGA MILLIONS Rules, which are effective with the next scheduled drawing.
- 2.24 Winning Numbers Five (5) one or two digit numbers, from one (1) through seventy (70) and one (1) one or two-digit number from one (1) through twenty-four (24), randomly selected at each MEGA MILLIONS drawing, which shall be used to determine winning MEGA MILLIONS plays contained on Official MEGA MILLIONS Tickets.

#### **SECTION 3 - Ticket Sales**

3.1 The sale of Official MEGA MILLIONS Tickets may be conducted only by such locations as the Directors shall contract with and/or license pursuant to the governing laws, policies and rules of the Party Lotteries and the MEGA MILLIONS Rules.

Except as otherwise provided in any Conflict of Laws provision in the Amended and Restated Multi-State Lottery Agreement for Offering MEGA MILLIONS Game, the MEGA MILLIONS Rules, the Cross-Sell Agreement, or elsewhere, no Director shall knowingly approve or permit any MEGA MILLIONS Agent, Sales Agent, or Retailer in the Director's lottery jurisdiction to, in an ongoing manner, sell, re-sell, or transfer any Official MEGA MILLIONS Ticket outside that jurisdiction. In addition, no Director shall knowingly approve or permit any MEGA MILLIONS Agent, Sales Agent, or Retailer in the Director's lottery jurisdiction to knowingly, in an ongoing manner, sell, re-sell, or transfer any Official MEGA MILLIONS Ticket to an individual, business, agency, or entity that expresses an intent to sell, re-sell, or transfer the Ticket outside that jurisdiction. If the Directors of the Party Lotteries collectively determine:

- a. That a Party Lottery is acting in violation of the requirements set forth in this Subsection 3.1, then by a greater than two-thirds (2/3) majority vote of the other Party Lotteries, that Party Lottery may be: (1) issued a warning, (2) suspended from participation in MEGA MILLIONS for a period of drawings to be determined by the Directors, or (3) expelled from participation in MEGA MILLIONS.
- b. That a MUSL member lottery is acting in violation of the requirements set forth in this Subsection 3.1, then by a greater than two-thirds (2/3) majority vote of the Party Lotteries, that MUSL member lottery may be: (1) issued a warning, (2) suspended from participation in MEGA MILLIONS for a period of drawings to be determined by the Directors, or (3) expelled from participation in MEGA MILLIONS.

This Subsection 3.1 is not intended to apply to Couriers or to *de minimus* purchases of Official MEGA MILLIONS Tickets by individuals acting on their own behalf or on behalf of limited groups of individuals. Further, nothing in this Subsection 3.1 should be construed to limit sales by a licensed MEGA MILLIONS Agent, Sales Agent, or Retailer on tribal land within the geographic borders of a Party Lottery's jurisdiction; nor to prohibit Official MEGA MILLIONS Tickets from legitimately being given as a gift by a consumer.

3.2 Where permitted by the governing laws, policies or rules of a Party Lottery, the Director of the Party Lottery may authorize Purchasers to purchase via the internet and/or to make Subscription/Season Ticket purchases of Official MEGA MILLIONS Tickets. Subscriptions/Season Ticket will be subject to the policies, procedures and rules established by the Party Lottery selling the Subscription, subject to the following parameters and restrictions:

- (a) Except for a Subscription/Season Ticket purchase when the Party Lottery has a process in place to allow players to make changes to their purchases in the event of a game change, the maximum number of consecutive drawings on a single Official MEGA MILLIONS Ticket is twenty-six (26). The maximum number of consecutive drawings encompassed by a Subscription/Season Ticket purchase when the Party Lottery has a process in place to allow players to make changes to their purchases in the event of a game change is one hundred four (104). The maximum number of drawing purchases may be further limited by the Directors.
- (b) In the event the Directors authorize a matrix change for MEGA MILLIONS, the Party Lottery that issued the Subscription will determine the option(s) available to Subscription Purchasers from that Party Lottery for the balance of plays remaining on their Subscriptions effective as of the date of the matrix change.
- (c) Except as set forth in Subsection 3.2 (b), and notwithstanding Subsection 5.4 below, game play information for a Subscription may be edited by a Party Lottery's Subscription Coordinator only when an error in the numbers entered has been identified, a change in the frequency of drawings occurs, or a change in the game matrix occurs. A Subscription may be edited to correct an error in the numbers entered before the time of the first drawing for which the Subscription is effective. (Liability for any number entered in error is limited to the Party Lottery that entered the number in error.) For a change in the game matrix, or for errors in the numbers entered that are identified AFTER the first drawing under the Subscription, the Subscription Coordinator may correct the Subscription game play prospectively for the remaining number of draws on the Subscription. The only other condition under which Subscription game play may be edited is to correct the Subscription end date if the Directors authorize a change in the frequency of MEGA MILLIONS drawings.

#### **SECTION 4 - Ticket Price**

- 4.1 Official MEGA MILLIONS Tickets may be purchased for \$5.00 per Play Board per drawing, or multiples thereof, in accordance with the rules of the Party Lottery of the state in which the wager is placed. The Purchaser receives one play for each \$5.00 wagered in MEGA MILLIONS. The Multiplier feature is included in the \$5.00 price and is not an Add-On Game.
- 4.2 Subject to the laws and regulations governing each Party Lottery, the Directors may collectively authorize the sale of Official MEGA MILLIONS Tickets at a discount for promotional purposes. Individual Directors may authorize sale of Official MEGA MILLIONS Tickets at a discount for promotional purposes within their respective jurisdictions, provided that such discounted sales shall be reported to the Party Lotteries at full gross sales value.

### **SECTION 5 - Play Characteristics and Restrictions**

- 5.1 Official MEGA MILLIONS Tickets may only be sold to persons eighteen (18) years of age or older, provided such persons are not prohibited from playing MEGA MILLIONS in a Party Lottery state by the governing law, policies or rules of that Party Lottery, or any contract executed by that Party Lottery.
- 5.2 Official MEGA MILLIONS Tickets may not be purchased in any Party Lottery state by any Party Lottery board member or commissioner; or any officer or employee; or any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of any such person.
- 5.3 Under no circumstances will a claim be paid for either the Grand/Jackpot Prize or the Second Prize without an Official MEGA MILLIONS Ticket matching all game play, serial number and other validation data residing in the selling Party Lottery's gaming system computer and such ticket (or for Internet Game Tickets, the Party Lottery's electronic record of purchase) shall be the only valid proof of the wager placed and the only valid receipt for claiming or redeeming such prize.
- 5.4 Except with respect to a Subscription/Season Ticket described in Section 3 above, official MEGA MILLIONS Tickets may not be canceled.
- 5.5 Purchasers may submit a manually completed MEGA MILLIONS Play/Bet Slip to a MEGA MILLIONS Agent, Sales Agent or Retailer to have issued an Official MEGA MILLIONS Ticket. MEGA MILLIONS Play Slips shall be available at no cost to the Purchaser and shall have no pecuniary or prize value, or constitute evidence of purchase or number selections. The use of mechanical, electronic, computer generated or any other non-manual method of marking Play Slips not provided by the selling Party Lottery is prohibited. As permitted by that Party Lottery, Purchasers may submit a previously purchased ticket with specified barcode, which will enable the Agent, Sales Agent or Retailer to scan the barcode to produce the exact wager information for the next scheduled drawing.
- 5.6 Purchasers may orally convey their selections to a MEGA MILLIONS Agent, Sales Agent, or Retailer or inform the MEGA MILLIONS Agent, Sales Agent, or Retailer that the player is selecting a Quick Pick, Auto Pick, or Easy Pick option, in order to have issued an Official MEGA MILLIONS Ticket. Such selections shall be manually entered into the computer terminal by the MEGA MILLIONS Agent, Sales Agent or Retailer.
- 5.7 In those Party Lottery states that offer player-operated sales terminals (POSTs) or self-service terminals (SSTs), Purchasers may utilize POSTs or SSTs for the purchase of Official MEGA MILLIONS Tickets, and may make number selections by such methods as may be permitted by the Party Lottery's gaming system. Those methods may include, but are not limited to, inserting a completed MEGA MILLIONS Play/Bet Slip into the POSTs or s optical mark

- reader, manually entering the selections on the POST or SST touch screen, or selecting a Quick Pick, Auto Pick or Easy Pick option.
- 5.8 At the discretion of each Party Lottery, Purchasers may specify at the time of ticket purchase whether any MEGA MILLIONS Grand/Jackpot Prize won will be paid under the Cash Option or the Annuity Option; however, the provisions of Subsection 7.3(c) of these MEGA MILLIONS Rules shall still apply.
- 5.9 It shall be the sole responsibility of the Purchaser to verify the accuracy and condition of the data printed on the Official MEGA MILLIONS Ticket at the time of purchase.
- 5.10 Where permitted by the governing laws, policies, regulations or rules of a Party Lottery, Official MEGA MILLIONS Tickets may be purchased for one (1) through twenty-six (26) consecutive drawings, commencing with the next scheduled drawing after the receipt and processing of the Purchaser's Play/Bet Slip or upon manual entry of an oral request, where allowed.

# **SECTION 6 - Time, Place, and Manner of Conducting Drawings**

- 6.1 MEGA MILLIONS drawings shall be conducted by the Georgia Lottery Corporation at 11:00 p.m. Eastern Time. MEGA MILLIONS drawings shall be conducted on both Tuesday and Friday at the designated time. However, the day, time or location of the MEGA MILLIONS drawings may be modified as determined by the Directors and publicly announced by the Party Lotteries, and/or as stated in the MEGA MILLIONS On-Line Drawing Procedures. All MEGA MILLIONS drawings will be open to the public and witnessed by an Independent Certified Public Accounting Firm.
- The objective of MEGA MILLIONS drawings shall be to select at random, with the aid of drawing equipment, MEGA MILLIONS Winning Numbers, pursuant to the controls and methods defined by the Party Lotteries.

#### **SECTION 7 - Prize Structure**

7.1 Matrix of 5/70 and 1/24 with 50% Anticipated Prize Payout. The matrix set forth below will apply for all Party Lotteries with respect to the Grand/Jackpot Prize, and will apply for all Party Lotteries except for California<sup>1</sup> for the second through ninth level prizes.

Match Field 1	Match Field 2	Odds	Prize Level	Base Prize	% of Sales	% of Payout
5	1	290,472,336	Grand	Jackpot	27.63%	55.26%
5	0	12,629,232	Second	\$1,000,000	4.75%	9.50%
4	1	893,761	Third	\$10,000	0.67%	1.34%
4	0	38,859	Fourth	\$500	0.77%	1.54%
3	1	13,965	Fifth	\$200	0.86%	1.72%
3	0	607	Sixth	\$10	0.99%	1.98%
2	1	665	Seventh	\$10	0.90%	1.80%
1	1	86	Eighth	\$7	4.89%	9.79%
0	1	35	Ninth	\$5	8.53%	17.06%
TOTAL		1:23.07			50.00%	100.00%

7.2 The Multiplier shall print directly on, or be applied to, Official MEGA MILLIONS Tickets for each Play Board. Each MEGA MILLIONS Play Board will have one (1) Multiplier. If an Official MEGA MILLIONS Ticket contains multiple Play Boards, each Play Board will have its own Multiplier. Multipliers only apply to the Play Board that they were printed on or applied to. However, on Official MEGA MILLIONS Tickets with multiple Play Boards, the Multipliers may repeat due to the frequency and limited Multiplier levels. Exchange tickets shall print or apply the Multipliers from the ticket being exchanged. The Multiplier shall apply to all prize levels except the Jackpot. The Multiplier frequency and odds<sup>1</sup> are as follows:

Multiplier	Frequency	Odds
10X	1	32.00
5X	2	16.00
4X	4	8.00
3X	10	3.20
2X	15	2.13
	32*	3.00**

<sup>\*</sup>Total of frequencies

<sup>\*\*</sup>Average Multiplier value

<sup>&</sup>lt;sup>1</sup> Due to jurisdictional law requirements, the California State Lottery shall separately determine the second through ninth level prizes and Multiplier prize values on a pari-mutuel basis.

### 7.3 Grand/Jackpot Prize Payments

- (a) Prior to each drawing, the Directors shall determine the estimated Annuitized Grand/Jackpot Prize amount to be advertised. The advertised Grand/Jackpot Prize amount shall be estimated and established based upon sales and the annuity factor established for the drawing. The Annuitized Grand/Jackpot Prize to be awarded, with provisos as stated below, for each MEGA MILLIONS Panel matching all five (5) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1 and the one (1) MEGA MILLIONS Winning Number drawn for Field 2 shall be that amount equivalent to the highest whole \$1 million annuity that is funded by the amount in that portion of the Prize Fund allocated to the Grand/Jackpot Prize category. The Annuitized Grand/Jackpot Prize starting amount and any minimum increases on each successive Annuitized Grand/Jackpot Prize in the same roll cycle will be determined by a majority vote of the Directors.
- (b) If in any MEGA MILLIONS drawing there are no MEGA MILLIONS Panels that qualify for the Grand/Jackpot Prize category, the portion of the Prize Fund allocated to such Grand/Jackpot Prize category shall remain in the Grand/Jackpot Prize category and be added to the amount allocated for the Grand/Jackpot Prize category in the next consecutive MEGA MILLIONS drawing.
- (c) If the Annuitized Grand/Jackpot Prize divided by the number of MEGA MILLIONS Panels matching all five (5) of the five (5) MEGA MILLIONS Winning Numbers for Field 1 and the one (1) MEGA MILLIONS Winning Number for Field 2 is equal to or greater than \$1,000,000, the Grand/Jackpot Prize(s) may be paid under the Annuity Option unless a Cash Option was offered to and accepted by the Grand/Jackpot Prize Claimant as prescribed in the statutes, administrative rules and regulations, or procedures of the Party Lottery selling the winning Official MEGA MILLIONS Ticket.
- (d) Annuity Option Grand/Jackpot Prizes shall be paid in thirty (30) consecutive graduated annual installments by the Party Lottery that sold the winning Official MEGA MILLIONS Ticket, with graduated annual installments defined in the MEGA MILLIONS Finance and Operations Procedures. The initial payment shall be paid upon completion of internal validation procedures. The subsequent twenty-nine (29) payments shall be paid annually to coincide with the month of the federal auction date at which the bonds were purchased

- to fund the annuity. All such payments shall be made within seven (7) days of the anniversary of the annual auction date.
- (e) Cash Option Grand/Jackpot Prizes shall be paid in a single payment upon completion of the internal validation procedures and administrative processes of the Party Lottery that sold the winning Official MEGA MILLIONS Ticket. The Cash Option amount offered shall be the amount determined by the highest whole \$1 million annuity that is funded by the amount in that portion of the Prize Fund allocated to the Grand/Jackpot Prize category, divided by the annuity factor established by the MEGA MILLONS Finance Committee prior to each drawing (the "Cash Equivalent Grand/Jackpot Prize"), divided by the number of Grand/Jackpot Prize winning plays. Subject to the laws, rules and regulations of the Party Lottery of the state in which the Official MEGA MILLIONS Ticket was purchased, the Claimant has until the close of business on the 60th day after the date the Claimant becomes entitled to the prize (as defined by the rules of the Party Lottery that sold the winning Official MEGA MILLIONS Ticket) to select the Cash Option Grand/Jackpot Prize method of payment. No payment will be processed under the Cash Option Grand/Jackpot Prize provision until the Claimant timely submits a form irrevocably selecting said payment option.
- (f) In the event multiple MEGA MILLIONS Panels match all five (5) of the five (5) MEGA MILLIONS Winning Numbers for Field 1 and the one (1) MEGA MILLIONS Winning Number for Field 2, and the Annuitized MEGA MILLIONS Grand/Jackpot Prize divided by the number of winning game panels is less than \$1,000,000, each MEGA MILLIONS Grand/Jackpot Prize winning play shall be paid an amount equal to the Cash Equivalent Grand/Jackpot Prize divided equally by the number of Grand/Jackpot Prize plays. Each such Grand/Jackpot Prize winning play will be paid in a single cash payment.
- 7.4 Excepting California, Second through Ninth Level Prizes for all Party Lottery states are subject to Multiplier and are as follows:
  - (a) MEGA MILLIONS Panels matching five (5) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1, but not matching the MEGA MILLIONS Winning Number drawn for Field 2, shall be entitled to receive a Second Prize of \$1,000,000.
  - (b) MEGA MILLIONS Panels matching four (4) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1 and the MEGA MILLIONS Winning Number drawn for Field 2 shall be entitled to receive a Third Prize of \$10,000.

- (c) MEGA MILLIONS Panels matching four (4) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1, but not matching the MEGA MILLIONS Winning Number drawn for Field 2, shall be entitled to receive a Fourth Prize of \$500.
- (d) MEGA MILLIONS Panels matching three (3) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1 and the MEGA MILLIONS Winning Number drawn for Field 2 shall be entitled to receive a Fifth Prize of \$200.
- (e) MEGA MILLIONS Panels matching three (3) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1, but not matching the MEGA MILLIONS Winning Number drawn for Field 2, shall be entitled to receive a Sixth Prize of \$10.
- (f) MEGA MILLIONS Panels matching two (2) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1 and the MEGA MILLIONS Winning Number drawn for Field 2 shall be entitled to receive a Seventh Prize of \$10.
- (g) MEGA MILLIONS Panels matching one (1) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1 and the MEGA MILLIONS Winning Number drawn for Field 2 shall be entitled to receive an Eighth Prize of \$7.
- (h) MEGA MILLIONS Panels matching no numbers (0) of the five (5) MEGA MILLIONS Winning Numbers drawn for Field 1, but matching the MEGA MILLIONS Winning Number drawn for Field 2 shall be entitled to receive a Ninth Prize of \$5.
- (i) Each MEGA MILLIONS Second through Ninth Level Prize shall be paid in one payment.
- 7.5 Second through Ninth Level Prizes in California. California shall pay all second through ninth level MEGA MILLIONS prizes, and applicable Multipliers, for Official MEGA MILLIONS Tickets sold in California according to a pari-mutuel distribution of the prize fund aggregated in California for second through ninth prize levels. No other Party Lottery shall bear any expense for second through ninth level prizes for Official MEGA MILLIONS tickets sold in California; nor shall the California Lottery participate in the reconciliation of prize liabilities for the second through ninth prize levels under the MEGA MILLIONS Finance and Operations Procedures.
- 7.6 In a single drawing, a Claimant may win in only one prize category per single MEGA MILLIONS Panel in connection with MEGA MILLIONS Winning Numbers, and shall be entitled only to the highest prize.
- 7.7 For the purpose of prize calculation with respect to any MEGA MILLIONS pari-mutuel prize, the calculation shall be rounded down so that prizes shall be

- paid in multiples of one dollar (\$1.00).
- 7.8 With respect to any MEGA MILLIONS Annuitized Grand/Jackpot Prize, the prize amount shall be the highest fully funded multiple of one million dollars based solely on the Cash Option Grand/Jackpot Prize amount as determined in Subsection 7.3.
- 7.9 Subject to the laws and regulations governing each Party Lottery, the number of prize categories and the allocation of the Prize Fund among the prize categories may be changed at the discretion of the Directors, for promotional purposes. Any such change shall be announced by advance public notice.
- 7.10 Should total prize liability, as defined in the MEGA MILLIONS Finance and Operations Procedures, exceed the Liability Cap, as defined in the MEGA MILLIONS Finance and Operations Procedures, the Second and Third prizes shall be paid on a pari-mutuel rather than fixed prize basis, provided, however, that in no event shall the pari-mutuel prize be greater than the fixed prize. The amount to be used for the allocation of such pari-mutuel prizes, and related calculations of pari-mutuel prize values, shall be as defined in the MEGA MILLIONS Finance and Operations Procedures.

# **SECTION 8-Ticket Responsibility**

- 8.1 Subject to the laws and regulations governing the Party Lottery that issues the ticket, a winning Official MEGA MILLIONS Ticket is deemed to be owned by the person or entity named on the ticket or, in the case of a ticket not completed with the name (and address, if required), by the Claimant.
- 8.2 A Party Lottery shall not be responsible for lost or stolen Official MEGA MILLIONS Tickets.
- 8.3 The Purchaser of an Official MEGA MILLIONS Ticket has the sole responsibility for verifying the accuracy and condition of the data printed on the ticket at the time of purchase.
- 8.4 The Party Lotteries shall not be responsible to the Claimant for Official MEGA MILLIONS Tickets redeemed in error by a MEGA MILLIONS Agent, Sales Agent or Retailer.
- 8.5 Winners are determined by the numbers drawn and certified by the independent auditor responsible for auditing the MEGA MILLIONS draw. The Party Lotteries shall not be responsible for MEGA MILLIONS Winning Numbers reported in error.

## **SECTION 9 - Ticket Validation Requirements**

- 9.1 In order to be deemed a valid, winning Official MEGA MILLIONS Ticket, all of the following conditions must be met:
  - (a) The validation data must be present in its entirety and must correspond, using the computer validation file, to the number selections printed on the ticket for the drawing date(s) printed on the ticket;
  - (b) The ticket must be intact;
  - (c) The ticket must not be mutilated, altered, reconstituted, or tampered with in any manner;
  - (d) The ticket must not be counterfeit or an exact duplicate of another winning ticket;
  - (e) The ticket must have been issued by an authorized MEGA MILLIONS Agent, Sales Agent or Retailer on official paper stock of the selling Party Lottery;
  - (f) The ticket must not have been stolen, to the knowledge of the Party Lottery;
  - (g) The ticket must be submitted for payment in accordance with Section 10 (Procedures for Claiming and Payment of Prizes);
  - (h) The ticket data must have been recorded on the central computer system prior to the drawing and the ticket data must match this computer record in every respect. In the event of a contradiction between information as printed on the ticket and as accepted by the Party Lottery computer, the wager accepted by the Party Lottery computer shall be the valid wager;
  - (i) The player or computer number selections, validation data and the drawing date(s) of an apparent winning ticket must appear on the official file of winning tickets, and a ticket with that exact data must not have been previously paid;
  - (j) The ticket must not be mis-registered, defectively printed or produced in error to an extent that it cannot be processed by the Party Lottery that issued the ticket;
  - (k) The ticket must pass validation tests using a minimum of three (3) of the five (5) validation methods as defined in the MEGA MILLIONS Finance and Operations Procedures, Section 14. In addition, the ticket must pass all other confidential security checks of the Party Lottery that issued the ticket:

- (I) In submitting an Official MEGA MILLIONS Ticket for validation, the Claimant agrees to abide by applicable laws, all rules and regulations, instructions, conditions and final decisions of the Director of the Party Lottery that issued the ticket;
- (m) There must not be any other breach of these MEGA MILLIONS Rules in relation to the ticket that, in the opinion of the Director of the Party Lottery that issued the ticket, justifies invalidation;
- (n) The ticket must be submitted to the Party Lottery that issued it; and
- (o) Internet Game Tickets must meet the ticket validation requirements of the Party Lottery that issued the ticket.
- 9.2 An Official MEGA MILLIONS Ticket submitted for validation that fails any of the preceding validation conditions shall be considered void, subject to the following determinations:
  - (a) In all cases of doubt, the determination of the Director of the Party Lottery that sold the Official MEGA MILLIONS Ticket, shall be final and binding; however, the Director may, at the Director's option, replace an invalid ticket with an Official MEGA MILLIONS Ticket of equivalent sales price;
  - (b) In the event a defective ticket is purchased or in the event the Director determines to adjust an error, the Claimant's sole and exclusive remedy shall be the replacement of such defective or erroneous ticket(s) with an Official MEGA MILLIONS Ticket of equivalent sales price;
  - (c) In the event an Official MEGA MILLIONS Ticket is not paid by a Party Lottery and a dispute occurs as to whether the ticket is a winning ticket, the Party Lottery may, at its option, replace the ticket as provided in paragraph (a) of this Subsection. This shall be the sole and exclusive remedy of the Claimant unless the laws or regulations governing the Party Lottery provide for further administrative review.

## **SECTION 10 - Procedures for Claiming and Payment of Prizes**

10.1 Prizes shall be redeemed or claimed only in the jurisdiction where the Official MEGA MILLIONS Ticket was purchased and only through MEGA MILLIONS Agents, Sales Agents or Retailers, Couriers, or other Authorized Claim Centers, effective upon determination of prize payouts, for the legally established claim period established for the jurisdiction in which the winning ticket was sold.

For those Party Lotteries that allow Official MEGA MILLIONS Tickets to be claimed and scanned at authorized Agents, Sales Agents or Retailers, Couriers, or other Authorized Claim Centers, within the time period noted above, and then sent to the headquarters' office of the applicable Party Lottery for validation, said Ticket must be received at the headquarters' office of the applicable Party Lottery by the close of business on the thirtieth (30<sup>th</sup>) day after the expiration of the official claim period of said Party Lottery in order to be paid.

- 10.2 Claimants of a winning Official MEGA MILLIONS Ticket must comply with the prize claim requirements of the Party Lottery that issued the winning ticket.
- 10.3 In the event that a single Official MEGA MILLIONS Ticket contains two (2) or more winning game panels, the cumulative prize amount shall be claimed or redeemed in accordance with the specified prize payment limits for the Party Lottery that issued the winning ticket.
- 10.4 State, local and federal withholding taxes, and any other statutorily required deductions, where applicable, shall be withheld from MEGA MILLIONS prizes by the Party Lottery issuing a winning ticket in such amounts as may be required by law.
- 10.5 MEGA MILLIONS prizes shall not be paid to any persons prohibited from playing MEGA MILLIONS in a particular Party Lottery state by MEGA MILLIONS Rules or by the governing law or rules of that Party Lottery or any contract executed by the Party Lottery.
- 10.6 There shall be no assignment of MEGA MILLIONS prizes except as set forth in the statutes or regulations of the Party Lottery that sold the winning Official MEGA MILLIONS Ticket.
- 10.7 Subject to the laws and regulations of the state of each Party Lottery relating to the disclosure of MEGA MILLIONS winners, and at the discretion of each Party Lottery where disclosure is permitted, the name and community of the winner of a Grand/Jackpot prize, or the prize the next level down, will be disclosed in a press conference or in a press release and the winner may be required to participate in a press conference.

### **SECTION 11 - Unclaimed Prize Money**

- 11.1 For winning Official MEGA MILLIONS Tickets or MEGA MILLIONS Add-on Games tickets for which no claim or redemption is made within the specified claim period for each respective Party Lottery, the corresponding prize monies shall be returned to the other Party Lotteries in accordance with procedures for the reconciliation of prize liability as stated in the Finance and Operations Procedures for MEGA MILLIONS or the Finance and Operations Procedures for the Add-on Game, as appropriate.
- 11.2 If after a winning Official MEGA MILLIONS Ticket has not been claimed or redeemed and the corresponding prize monies have been returned to Party Lotteries pursuant to Rule 11.1, a claim is made or redemption sought that a Party Lottery pays (i) as a result of the provisions of the Servicemembers Civil Relief Act (SCRA) (50 U.S.C. App. § 3901 as amended); (ii) as a result of state legislation adopted to satisfy the requirements of the SCRA; or (iii) as a result of state legislation requiring such payment to a member of the armed forces who was engaged in active military service outside the paying Party Lottery state when the usual permitted time period to make a claim or seek redemption expired, each other Party Lottery that was a Party Lottery at the time of the drawing shall reimburse the paying Party Lottery in an amount equal to the amount such other Party Lottery would have contributed to the prize had the claim been made or redemption sought within the usual permitted time period for that claim or redemption. The provisions of this rule shall remain in force and effect and be binding upon the Party Lotteries without regard to whether the MEGA MILLIONS game remains in existence and/or whether the Party Lottery seeking reimbursement has withdrawn from the game at the time a Party Lottery seeks reimbursement pursuant to this rule.

### **SECTION 12 - Governing Law**

- 12.1 In purchasing a ticket issued for MEGA MILLIONS, the Purchaser agrees to comply with and be bound by all applicable statutes, administrative rules and regulations, and procedures of the Party Lottery of the state in which the Official MEGA MILLIONS Ticket is issued, and by directives, instructions, conditions, policies and determinations of the Director of that Party Lottery. The Purchaser agrees, as its sole and exclusive remedy, that claims arising out of an Official MEGA MILLIONS Ticket can only be pursued against the Party Lottery of ticket purchase. Litigation, if any, shall only be maintained within the state in which the Official MEGA MILLIONS Ticket was purchased and only against the Party Lottery that issued the ticket.
- 12.2 In the event of conflict between these MEGA MILLIONS Rules and the statutes, rules or regulations of any Party Lottery, the Party Lottery's statutes, rules and regulations shall control.
- 12.3 All decisions made by a Director of a Party Lottery, including the declaration of prizes and the payment there of and the interpretation of MEGA MILLIONS Rules, shall be final and binding on all Purchasers and on every person making a claim in respect thereof, but only in the state where the Official MEGA MILLIONS Ticket was issued.

# **SECTION 13 - Alternate Play Styles and Add-on Features**

Availability and Cost - Except as otherwise provided in these MEGA MILLIONS Rules, the availability and cost of any Add-on Game (as defined in these rules) or any other Alternate Play Style shall be determined by the Party Lottery offering this game, shall not be included in the cost of the Official MEGA MILLIONS portion of the ticket, and shall be subject to the laws, rules and regulations governing the respective Party Lottery.