

## Game Rules\*

Lotteries offering the Millionaire for Life multi-jurisdictional lottery game agreed to jointly operate the game pursuant to the Game Participation Agreement (“Agreement”) and such other related procedures agreed to by the Selling Lotteries. Participating states have joined the game since it was established and may change from time to time.

### OVERVIEW – 5/58 + 1/5

The Millionaire for Life game is a draw-based lottery game with a set Grand Prize and eight set prize levels. A Winning Play will match the randomly selected five (5) of fifty-eight (58) numbers from the First Set of Numbers, and one (1) of five (5) numbers from the Second Set of Numbers.

A sample Play could be as follows:

**01-02-21-04-30-04**

**(First Set of Numbers: 01-02-21-04-30; Second Set of Numbers: 04)**

The Prize Structure offers nine (9) ways to win up to \$1,000,000 a year for life\*\*.

The top two prizes are offered as a lifetime annuity payment, **or** as a lump sum cash payment. Players will make an **irrevocable** choice of an annuity, or a lump sum cash payment when claiming their prize.

- Match 5 + 1 prize will be an annuity prize of \$1,000,000 a year for life (or the cash value of \$18,000,000 in a one-time lump sum cash payment)
- Match 5 + 0 prize will be an annuity prize of \$100,000 a year for life (or the cash value of \$2,200,000 in a one-time lump sum cash payment)

**The remaining seven prize tiers are set cash prizes.**

- Match 4 + 1 prize will be a one-time cash payment of \$7,500
- Match 4 + 0 prize will be a one-time cash payment of \$500
- Match 3 + 1 prize will be a one-time cash payment of \$250
- Match 3 + 0 prize will be a one-time cash payment of \$50
- Match 2 + 1 prize will be a one-time cash payment of \$25
- Match 2 + 0 prize will be a one-time cash payment of \$8
- Match 1 + 1 prize will be a one-time cash payment of \$8

Drawings will be held seven (7) days per week after 10:15 P.M. Central Time. The game play sales will close for each draw no later than 9:15 P.M. Central Time. The winning numbers will be selected randomly using Digital Draw Systems.

The Digital Draw System will randomly select five (5) numbers of fifty-eight (58) for the First Set of Numbers; and one (1) number of five (5) for the Second Set of Numbers.

## GAME RULES

### 1. DEFINITIONS

**Agent or Retailer** – means a person or an Entity authorized by a Lottery offering the game to sell lottery Plays.

**Annuity** - means the Millionaire for Life Grand Prize or Match 5 Prize paid in annual installments for the Annuitant's Measuring Life.

**Annuitant** – means the person(s) or Entity who receives the benefits of an Annuity resulting from a Winning Ticket for the Grand Prize or Match 5 Prize paid under the Annuity Option.

**Central or Computer Gaming System (CGS)** – means a computer system(s) required to allow the processing, storage, and reporting of gaming transactions with all intended redundancy, which can include multiple sites and multiple vendors. Systems required for processing of transactions through non-traditional methods (electronic/web play, mobile play, plays through devices that are not Terminals, etc.) are part of the CGS. Terminals and retailer provided point of sale devices such as cash registers or player provided point of sale devices such as smartphones are not part of the CGS.

**Claimant** - means any person or Entity submitting a claim form within the required time period to collect a Prize for an official Millionaire for Life Ticket. A Claimant may be the Purchaser, the person or Entity named on a signed official Millionaire for Life Ticket, the bearer of an unsigned official Millionaire for Life Ticket, or any other person or Entity who may seek entitlement to a Millionaire for Life Prize payment in accordance with the Millionaire for Life Rules.

**Claim Limitation Period or Expiration Period** - means the requirement that a Winning Ticket Prize must be claimed within the time period as established by the Director of the lottery that sold the Play. If no time period has been set, the claim period is 180 days of the valid Drawing date for which it was purchased.

**Computer Pick** – means a Game feature that allows the random selection of game play number indicia by the authorized retailer computer (or as otherwise permitted by a Selling Lottery) that appears on a Ticket or Ticketless Transaction and is used as the First Set of Numbers and Second Set of Numbers by a Player.

**Courier** – means a non-Selling Lottery third-party entity or person, which is operating in a state in which the Courier is not legally prohibited to operate, who purchases a Millionaire for Life Play or Plays on behalf of a Player and delivers the ticket exhibiting the Play or Plays to the Player within that state.

**Deferred Annuity Portion** – means the portion of the Annuity Option paid once the Prizewinner exceeds the Guaranteed Portion of the Annuity. Also see definition of Guaranteed Annuity Portion of these Game Rules.

**Director** - means the person who has primary responsibilities for managing the participating lottery. Titles may include, but are not limited to Executive Director, Director, Chief Executive Officer, and Interim Director.

**Drawing** - means a formal process of randomly selecting the Winning Numbers in accordance with the Drawing Procedures.

**Entity** – means any Claimant other than a natural person who claims a Grand Prize or Second Level Prize. An Entity can only be paid a lump sum cash Prize or the minimum twenty (20) year Annuity; see definition of Measuring Life.

**First Set of Numbers** means the first set of numbers from one (1) to fifty-eight (58).

**Fixed or Set Prizes** - means a set amount awarded in the Game unless a Liability Limit is reached.

**Future Play** - means a Game feature which allows a Player to select numbers for one or more future Drawing(s) scheduled after the next most immediate Drawing. A Future Play can be for up to ninety (90) consecutive Drawings on a single Play Slip or Bet Slip, except for ticketless transactions which can be for up to 365 Drawings if a Selling Lottery has a process in place to allow Players to make changes to their Play purchases in the event of a game change.

**Game** – means the Millionaire for Life lottery game.

**Game Administrator** – means the Multi-State Lottery Association (MUSL). The Game Administrator is not a Lottery, or part of the Selling Lotteries.

**Grand Prize** – means the Prize amount awarded for matching five (5) out of fifty-eight (58) numbers in the First Set of Numbers, and one (1) out of five (5) numbers in the Second Set of Numbers. If more than one Play from all Selling Lotteries wins the Grand Prize, the Grand Prize shall be divided among the persons holding such Plays, as provided in these Game Rules.

**Guaranteed Annuity Portion** – means the portion of the Annuity Option where the Prizewinner is guaranteed Annuity payments for the first twenty (20) years of the Claimant's Measuring Life as may be defined in these Game Rules.

**Internal Control Systems or ICS** means a system maintained by a Lottery that records and reports game sales, prize wins, and other information as required by the Lotteries or Game Administrator.

**Liability Limit** – means a pre-established threshold, as determined and announced by the Selling Lotteries before sales commence for a Drawing to which the threshold applies. The Liability Limit will be posted on the Selling Lotteries' websites

**Lottery or Lotteries; Selling Lottery or Selling Lotteries** – means the Lottery or Lotteries that operate the Millionaire for Life Game.

**Official Game Rules** – means the official game rules adopted by each Lottery that is offering the Millionaire for Life Game. Individual lottery game rules will not conflict with these Game rules.

**Measuring Life or Life** – means the period over which a Grand Prize or Second Level Prize is paid out under the Annuity Option. For each Winning Ticket, the Measuring Life shall be the natural life of the individual who the Lottery determines to be a valid Prizewinner. However, for the following Claimants, the Measuring Life shall be fixed at twenty (20) years:

- A legal Entity other than an individual.
- More than one natural person who claims a Prize on the same Ticket.
- If allowed by a Selling Lottery, a minor under the age of 18, or any group including a minor under the age of 18.

**Millionaire for Life Sales Cut-off** – means the time after which Lottery Plays will not be accepted for that Drawing. The Sales Cut-Off occurs Monday through Sunday no later than sixty (60) minutes prior to each Millionaire for Life Drawing.

**Multi-Draw** – means a Game feature which allows a Player to select Plays for up to ninety (90) consecutive Drawings on one (1) or more Tickets, starting with the next scheduled Drawing. The cost of a Multi-Draw Ticket depends on the number of Draws and the number of Plays that are selected.

**Pari-Mutuel** – means the appropriate Prize is divided by the number of Winning Plays for a Prize Level.

**Play or Wager** – means for each play a Player selects five (5) different numbers from the First Set of Numbers and one (1) additional number from the Second Set of Numbers. The additional number from the Second Set of Numbers may be the same number as one of the five numbers a Player selects from the First Set of Numbers. A Player may select numbers by communicating the six (6) numbers to a lottery Retailer or Courier; by marking five (5) numbered spaces in the First Set of Numbers and one (1) numbered space in the Second Set of Numbers on a Millionaire for Life Play Slip and submitting it to a Retailer; or by requesting a Computer Pick from a Retailer. Additionally, the Lottery may authorize other means to place a Wager, such as through a Subscription or other type of Ticketless Transaction. The Retailer shall then issue a Ticket containing the

selected set or sets of numbers and the Prize payment option, each of which constitutes a Play. Each Play costs \$5.00, or as otherwise determined by all Selling Lotteries.

**Play Slip/Bet Slip** – means an optically readable card on paper stock issued by the Lottery that a Player uses to make a Millionaire for Life Play or Plays.

**Player or Purchaser** – means a person at least eighteen (18) years of age, who purchases a Millionaire for Life Ticket.

**Plays per Ticket** – means the number of Plays printed on a single Ticket. Selling lotteries will determine how many Plays can be provided on a Ticket.

**Prize or Prizes** – means the Prize levels as defined in these Game Rules.

**Prize Pools** – means the number of dollars available to fund all Prizes. The Prize Pool for any Drawing is expected to be 55% of sales.

**Prize Level** – means the Prizes as defined in these and the Lottery's Game Rules.

**Prizewinner** – means a Player who is entitled, as a result of successful Claimant verification and successful Play/Ticket validation, to receive a Prize under the rules of this Game.

**Registered Play** – means a wager where the Play is owned by a specifically identified Player through a means acceptable to the Selling Lottery, and which is recorded on the Selling Lottery's central gaming system and internal control system.

**Second Level or Match 5 Prize** means the Prize amount awarded for matching 5 out of 58 numbers in the First Set of Numbers and none out of five (5) numbers in the Second Set of Numbers, subject to limitations set out below.

**Second Set of Numbers** means the second set of numbers from one (1) to five (5). A number in the Second Set of Numbers may be the same as one (1) through five (5) selected from fifty-eight (58) in the First Set of Numbers.

**Subscription or Subscription Play** means an extended, Multi-Draw purchase option wherein the same set(s) of numbers may be placed for a specified number of consecutive draws effective on a future prescribed date. If a purchased set of numbers on a Subscription matches the randomly selected Winning Numbers in the applicable Drawing for either the Grand Prize or Second Prize, a claim form for the Subscription Play must still be presented, in writing, to the Lottery that sold the Subscription.

**Terminal** – means a device that is authorized by the Lottery to interact with the Lottery's central gaming system to issue Lottery Tickets and to enter, receive and process Lottery transactions that may include issuing Tickets, validating Tickets and transmitting reports. This includes Player Self-Service Terminals (PSST) for the purchase of Millionaire for Life Tickets. When using a PSST, the Player may make selections by inserting a completed Play or Bet Slip into the PSST's optical mark reader, or by manually entering the selections on the PSST touch screen or selecting a Computer Pick option. Note: some PSST's may not support all of the differing methods of number selection.

**Ticket** – means an official Millionaire for Life Game Ticket, produced on official paper stock by a Retailer in an authorized manner, bearing Player or computer selected numbers, Game name, Drawing date, amount of Wager, and validation data which contain the Play or Plays selected by the Player, either manually or by Computer Pick.

**Ticketless Transaction** – means any Registered Play that is not printed on paper that meets the anti-counterfeiting requirements required by the Selling Lotteries. Examples of Ticketless Transactions include internet, subscription, and other types of Registered Plays.

**Wager – See “Play”.**

**Winning Numbers** – means the five (5) one- (1) or two- (2) digit numbers from the First Set of Numbers, and a one (1) digit number from five (5) in the Second Set of Numbers, randomly selected during a Millionaire for Life Drawing, that shall be used to determine the Winning Play.

**Winning Play(s)** – means the Play(s) that matches the Winning Numbers.

**Winning Ticket** – means a Ticket that has passed all Lottery validation and security requirements and that contains a set of numbers entitling Claimant to a Prize. Each Winning Ticket must meet all Play validation requirements as established by the Lottery that sold the Play.

**Unclaimed Prize** – means a Prize that has not been formally claimed or redeemed by a Claimant within the specified claim period as set forth in these and/or the game rules as provided by the Selling Lottery. In no event shall any Prize that remains unclaimed after the period set by these Game rules become or constitute unclaimed property or abandoned property.

## **2. GAME PLAY**

a. To play Millionaire for Life, a Player selects, or has the Terminal randomly assign (Computer Pick) five (5) numbers from the First Set of Numbers which includes a range of consecutive numbers from one (1) to fifty-eight (58) and one (1) number from the Second Set of Numbers which includes a range of consecutive numbers from one (1) to five (5). The additional number selected from the Second Set of Numbers may be the same number as one of the five (5) numbers a Player selects from the First Set of Numbers, or has the Terminal randomly assign (Computer Pick) from the First Set of Numbers.

Play selections of less than or more than six (6) numbers will be impermissible and void.

All Lottery Tickets issued for this Game shall be clearly identified with the name of the Game and the date or dates of the Drawing(s) for which they apply.

b. The price of a single Play shall be \$5.00, including all applicable taxes that a Selling Lottery may be required to collect. The Director of a Selling Lottery may establish a discount for Players for limited promotional purposes from time to time. A Selling Lottery that plans any promotion, discount, free Play, etc. which is to be offered for more than ninety (90) days shall notify the Game Administrator prior to the start of the event(s). The Game Administrator will advise all Selling Lotteries of the date and overview of the promotion, discount, free Play offer, etc.

c. Millionaire for Life Plays may not be canceled once recorded on the Selling Lottery’s central gaming system.

d. Millionaire for Life Tickets will be sold every day during the normal business hours of the Retailers authorized to sell said Tickets, or other means authorized by the Lottery. The sale period for any given Millionaire for Life Lottery Drawing will terminate on the date of the Drawing no later than 9:15 P.M. Central Time.

e. It shall be the sole responsibility of the Purchaser to verify the accuracy and readability of the information printed on the Millionaire for Life Ticket at the time of purchase. After the Purchaser leaves a Retailer location, neither a Retailer nor the Lottery shall be liable for any errors in the accuracy and readability of a Ticket occurring for any reason.

- f. Millionaire for Life Play Slips shall be available at no cost to the Player. Play Slips shall have no pecuniary or Prize value and shall not constitute evidence of purchase or number selections.
- g. Replay Feature. Players may request that a Retailer utilize the barcodes of already purchased Millionaire for Life Tickets to duplicate another Ticket of the same price and with the same number selections and options.
- h. The Purchaser must sign a written Prize payout election form and make an irrevocable selection of the Cash Option, or the Annuity Option sixty (60) days from the date the Purchaser is entitled to the Prize. Selling Lotteries may adopt a different process so long as the Purchaser indicates an irrevocable decision by signature.
- i. The Selling Lotteries reserve the right to make changes to the Millionaire for Life game, including the quantity of the First Set of Numbers and/or the Second Set of Numbers. Any changes in the Millionaire for Life Game shall be determined by the Selling Lotteries and shall be publicly announced by the Selling Lottery in advance of the effective date.
- j. Sales cut-off (game closure) will be no later than 9:15 P.M. Central Time.

### **3. DRAWINGS**

- a. The Drawing to select the Winning Numbers shall be conducted at the studios of the Multi-State Lottery Association at approximately 10:15 P.M. Central Time. Millionaire for Life Drawings shall be conducted seven (7) days per week, Monday through Sunday, at the designated time. However, the day, time or location of Millionaire for Life Drawings may be modified as determined by all Lotteries offering the Millionaire for Life Game, and will be publicly announced by the Lotteries. All Millionaire for Life Drawings will be open to the public and shall be witnessed by an Independent Certified Public Accounting Firm.
- b. Millionaire for Life Drawings shall randomly generate, by mechanical means, Millionaire for Life Winning Numbers, pursuant to the controls and methods defined by the Selling Lotteries.
- c. Official results of the Drawings, even though announced, are located in the draw files at the offices of the Game Administrator. Neither the Game Administrator nor the Selling Lotteries shall be liable for media misprints or incorrectly announced Winning Numbers on any website(s) and social media.

### **4. CLAIMS AND VALIDATIONS**

- a. Claims and validations will be performed by the Lottery that sold the Winning Ticket.
- b. The Play must have been issued on a Ticket by an authorized Retailer on official paper stock of the Lottery or be a Ticketless Transaction (registered or Subscription Play) as authorized by a Lottery.
- c. The Winning Play must have been recorded on the central gaming system prior to the Drawing and must match exactly with the official file of Winning Tickets and must not have been previously paid. In the event of a contradiction between information as printed on the Ticket and as accepted by the Lottery central gaming system, the Wager accepted by the Lottery central gaming system shall be the valid Wager.
- d. Tickets are void if:
  - i. Stolen, unissued, unreadable, mutilated, altered, reconstituted, counterfeit in whole or in part, miscut, defective, tampered with, printed or produced in error, or blank or partially blank; or

- ii. Printing is irregular; or
  - iii. Apparent or asserted symbols are not confirmed by validation number; or
  - iv. The Ticket fails any of the Lottery's other validation tests.
- e. A Millionaire for Life Play matching all Game play, serial number, and other validation data recorded in the Lottery's computer gaming system shall be the only valid proof of a Wager placed and the only valid receipt for claiming or redeeming any Prize.
- f. Federal and state tax withholding shall be determined by the Lottery in the State in which the Play was purchased.
- g. The Claim Limitation period for Millionaire for Life Prizes is determined by the Lottery that sold the Play. If none has been set, the claim period shall be 180 days from the date of the Drawing.
- h. Lottery laws in the State in which the Play was purchased govern whether a Claimant can remain anonymous.

## **5. UNCLAIMED GRAND PRIZES.**

- a. Each Selling Lottery will set a Jackpot Prize claim period. If the Selling Lottery has not set a Prize claim period, the Prize claim period shall be 180 days from the date of the applicable Drawing. Claims, including Registered Plays/Ticketless Transactions must follow the **PLAY VALIDATION** provisions below prior to an award of the Jackpot Prize.
- b. If the Grand Prize goes Unclaimed, all funds collected by the Game Administrator to pay a Grand Prize shall be returned to the Selling Lotteries in proportion to sales from each Selling Lottery. An unclaimed Grand Prize is not considered unclaimed property.

## **6. PRIZE PAYMENTS.**

- a. Prize Claim Requests and Claim Period. All Prize claims, including purchases made by Ticketless Transactions must be submitted in writing to the Selling Lottery selling the Play within the claim period required by the that Selling Lottery. If no claim period has been set in that jurisdiction, the claim period is 180 days from the date of purchase.
- b. Process for Prize Payments. If a written claim has been made within the applicable claim period, and all validation requirements established by these and the Selling Lottery have been met, Prizes will be paid through the Selling Lottery that sold the winning Play(s) by means approved by that Selling Lottery. Selling Lotteries shall calculate applicable taxes and debt setoffs.

## **7. INELIGIBLE PLAYERS.**

- a. Plays shall not be purchased, and a Prize won by any Play either in whole or in part, shall not be paid to any of the following persons:
- i. A Selling Lottery employee, officer, director, board member or commissioner; and,
  - ii. Employees of a Selling Lottery's Central gaming system vendor(s), as each Selling Lottery may designate; and,
  - iii. An employee of the Multi-State Lottery Association; and,

- iv. Other persons as each Selling Lottery may designate; and,
- v. Any person residing in the same household of an individual described in subsections (i), (ii), (iii) or (iv); and,
- vi. Persons designated as ineligible to play the Millionaire for Life Game in any Selling Lottery jurisdiction shall be also ineligible to play the Millionaire for Life Game in all other Selling Lottery jurisdictions.

## **8. PLAY VALIDATION REQUIREMENTS.**

- a. To be a valid Play and eligible to receive a Prize, a Player's Ticket or a Ticketless Transaction shall satisfy all the requirements established by a Selling Lottery for validation of Plays sold through its central gaming system, any other validation requirements adopted by the Selling Lotteries, and the Game Administrator's security requirements. The Selling Lotteries shall not be responsible for Tickets or Ticketless Transactions that are altered in any manner.
- b. Except as may be permitted by the Selling Lottery, under no circumstances will any Prize be paid without an official Ticket matching all Wager requirements, serial number, and other validations required by the Official Game Rules, and additional validation data residing in the Selling Lottery's central gaming system or a properly registered Ticketless Transaction. Such Ticket, or properly registered Ticketless Transaction shall be the only valid proof of the Wager placed and the only valid receipt for claiming or redeeming such Prize.
- c. In addition to the above, to be deemed a valid, Winning Play, unless the Play is a properly registered Ticketless Transaction all the following conditions must be met:
  - i. The validation data must be present in its entirety and must correspond, using the computer validation file, to the number selections printed on the Winning Play displayed on a Ticket for the date of the applicable official Drawing;
  - ii. The Play numbers, validation data and the purchase date of an apparent Winning Play must appear on the official file of Winning Plays, and a Play with that exact data must not have been previously paid;
  - iii. The Play must not be misregistered, or a voided Ticket pursuant to 4d. above, and the Play's Ticket must not be defectively printed or printed or produced in error to an extent that it cannot be processed by the Selling Lottery that issued the Play;
  - iv. The Ticket must have been issued by an authorized Agent, Retailer, or Courier of the Selling Lottery and printed on paper in compliance with MUSL Rule 2;
  - v. In submitting a Play for validation, the Claimant agrees to abide by applicable laws, all rules and regulations, instructions, conditions, and final decisions of the Director of the Selling Lottery that issued the Play;
  - vi. There must not be any other breach of these Game Rules in relation to the Play that, in the opinion of the Director of the Selling Lottery that issued the Play, justifies invalidation;
  - vii. The Play must be submitted to the Selling Lottery that issued it; and
  - viii. Ticketless Transactions must meet the validation requirements of the Selling Lottery that issued the Play.

d. In the event a Play does not meet the Play Validation Requirements and is not paid by a Selling Lottery, and a dispute occurs as to whether the Play is a Winning Play at any Prize Level, the Selling Lottery may, at its option, replace the Play. Replacement of the Play shall be the sole and exclusive remedy of the Player unless the laws or regulations governing the Selling Lottery provide for further administrative review. In all cases, the determination of the Selling Lottery shall be final and binding.

## **9. RETURNED PLAYS / PLAY RESPONSIBILITY.**

a. Prize claim and validation procedures shall be governed by the rules of the Selling Lottery. The Game Administrator and the Selling Lotteries shall not be responsible for Prizes that are not claimed following the proper procedures as determined by the Selling Lottery.

b. The Selling Lotteries shall not be responsible for lost or stolen Tickets.

c. The Selling Lotteries shall not be responsible to a Prize Claimant for Plays redeemed in error by a selling Agent, sales Agent, Retailer, or Courier.

d. A Ticketless Transaction Play is only valid when registered with the Selling Lottery in accordance With the Selling Lottery rules, these Rules and the MUSL Rules. The person or, if permitted by the Selling Lottery rules, the persons registering the Play shall be the owner of the Ticketless Transaction Play. A receipt for a Ticketless Transaction Play has no value and is not evidence of a Play.

e. A Selling Lottery may develop a method of compensating Players or Retailers, Agents, or Couriers For Plays that are misprinted, illegible, or printed in error, and any Future Play affected by changes in Game features, including Game cancellations.

## **10. APPLICABLE LAW.**

a. 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 Selling Lottery where the Play was purchased, and by directives and determinations of the Director of that Selling Lottery.

b. A Prize Claimant agrees, as its sole and exclusive remedy that Claims arising out of a Play can only be pursued against the Selling Lottery that issued the Play. Litigation, if any, shall only be maintained within the jurisdiction in which the Play was purchased and only against the Selling Lottery that issued the Play. No claim shall be made against any other Selling Lottery or against the Game Administrator.

c. The Selling Lotteries agree to place language on any Lottery Game Play Slips or other Lottery Game literature and on Selling Lotteries websites and i-gaming platforms, if reasonably possible, that all claims arising out of the Millionaire for Life Game are limited as set forth in this section and the specific rules adopted by the Selling Lottery.

d. Nothing in these Rules shall be construed as a waiver of any defense or claim the Selling Lottery which issued the Play, any other Selling Lottery, or the Game Administrator may have in any litigation, including in the event a Player or Prize Claimant pursues litigation against the Selling Lottery, any other Selling Lottery or the Game Administrator, or their respective officers, directors, or employees.

e. All decisions made by a Selling Lottery, including the declaration of Prizes and the payment thereof

and the interpretation of the Millionaire for Life Game rules shall be final and binding on all Play Purchasers and on every person making a Prize claim in respect thereof in the jurisdiction where the Play was issued.

f. Unless the laws, rules, regulations, procedures, and decisions of the 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 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 Lottery.

## **11. ADVERTISING.**

a. No Selling Lottery may offer, or state that its jurisdiction offers better odds than another jurisdiction selling the Game, or a Grand Prize estimate that is different than the one provided by MUSL.

## **12. PROMOTIONS.**

a. Selling Lotteries that offer the Millionaire for Life Game Plays as part of an authorized discount, promotion, or rebate shall contribute the full amount assessed for a Play sold at the uniform price to the Grand Prize Pool. Selling Lotteries members shall be advised of any promotions, discounts, and/or rebates that last more than ninety (90) days.

## **13. LIABILITY OF THE LOTTERY**

a. The liability of the Lottery for Tickets printed or produced in error or for defective Tickets shall be limited to the replacement of the defective Ticket with another un-played Ticket or reimbursement of the holder at the retail sale price of the Ticket.

b. All winners, Tickets, and transactions are subject to the Lottery rules and regulations and state law.

c. If the Millionaire for Life Game is no longer offered by a Lottery, state law will govern the process by which the Lottery will use any amounts it may have in a Prize reserve account.

d. Except as herein provided, all rules and regulations of the Lottery shall govern the operation of the Millionaire for Life Game. All determinations of Winning Tickets shall be made by the Director of that Lottery, whose judgment shall be final.

## **14. PRIZE STRUCTURE**

a. Prize Pool. The Prize Pool for the aggregate of all Prize Levels shall consist of 55% percent of the sales receipts for each Drawing.

b. Cash Value of Cash Option Subject to Change. The Cash Value of the lump sum payment for the Grand and Second Level Prizes are posted on the Lottery's and MUSL websites and are subject to change.

c. Prize Payout and Structure. There are nine (9) Prize Levels in the Millionaire for Life Game. The Prize payouts and Prize structure are as follows, unless there are multiple winners in a Prize Level, in which case Prize amounts may be reduced as set forth in these Game Rules.

d. The Grand Prize shall be determined on a Pari-Mutuel basis. In certain circumstances (see below), the Second Level Prize may become Pari-Mutuel. Other Prizes are set Prizes as indicated below.

e. Highest Prize Won. In a single drawing, a Claimant may win in only one (1) Prize Level per single Play and shall be entitled only to the highest Prize Level for that Winning Play.

## 15. MATCHES, PROBABILITIES, AND PRIZE AMOUNTS AND LEVELS\*\*

Number of Matches Per Ticket	Probability Distribution	Prize Amount	Prize Level
All five (5) of First Set of Numbers Plus one (1) of Second Set of Numbers	22,910,580.000000	\$1,000,000/yr for Life	Grand Prize
All five (5) of First Set of Numbers and none of Second Set of Numbers	5,727,645.000000	\$100,000/yr for Life	Second Prize
Any four (4) of First Set of Numbers Plus one (1) of Second Set of Numbers	86,455.018868	\$7,500	Third Prize
Any four (4) of First Set of Numbers and none of Second Set of Numbers	21,613.754717	\$500	Fourth Prize
Any three (3) of First Set of Numbers Plus one (1) of Second Set of Numbers	1,662.596517	\$250	Fifth Prize
Any three (3) of First Set of Numbers and none of Second Set of Numbers	415.649129	\$50	Sixth Prize
Any two (2) of First Set of Numbers Plus one (1) of Second Set of Numbers	97.799795	\$25	Seventh Prize
Any two (2) of First Set of Numbers and none of Second Set of Numbers	24.449949	\$8	Eighth Prize
Any one (1) of First Set of Numbers Plus one (1) of Second Set of Numbers	15.647967	\$8	Ninth Prize
<b>Overall Odds</b>	<b>8.467665</b>		

## 16. PRIZE LIABILITY LIMITATION

a. In the event that a Liability Limit would be exceeded for a particular Draw, the Prize amounts for each Prize Level shall be adjusted in accordance with a formula established by the Selling Lotteries so that the aggregate liability for Prizes in such Draw shall not exceed the Liability Limit. Prize Liability Limits are posted on the Selling Lotteries' websites.

b. **Grand Prize Payout.** Except as provided in these Official Game Rules, the Grand Prize shall be paid either as an Annuity or lump sum cash. A Grand Prize payout shall be divided equally among the number of Grand Winning Tickets as set forth below. Under certain circumstances, as detailed below, the Grand Prize is required to be paid in a single lump sum cash payment and no annuitized payment option is available.

**c. One (1) Grand Prize-Winning Play among the Selling Lotteries.** If there is one (1) Grand Prize-Winning Play, the annuitized Prize value will be \$1,000,000 per year for life, paid in annual installments, or a one-time lump sum cash Prize payment.

**d. Two (2) to Twenty (20) Grand Prize-Winning Tickets among the Selling Lotteries.** If there is more than one (1) and less than or equal to Twenty (20) Grand Prize-Winning Plays, the annuitized payment based on an annuitized Prize value of \$1,000,000 per year will be divided by the total number of Grand Prize-Winning Plays. The minimum annuitized Prize value for this category will be \$50,000 per year for life. The two (2) to twenty (20) Grand Prize-Winning Play Purchasers may choose the Cash Option as an alternative to the Annuity Option.

**e. Twenty-one or more Grand Prize-Winning Plays among the Selling Lotteries.** If there are twenty-one (21) or more Grand Prize-Winning Plays, no Annuity Option shall be available. Rather, the Grand Prize Cash Value shall be divided equally among all Grand Prize-Winning Plays and paid in one lump sum cash payment per each winning Play that has been claimed and validated. The minimum Grand Prize value for each of the 21 or more Grand Prize-Winning Plays shall be not less than the lowest tier Prize paid for the same Drawing.

**f. Second Level Prize Payouts.** Except as provided in these Game Rules, the Second Level Prize shall be paid either as an Annuity or lump sum cash. For each Second Level Prize Winning Play, the annuitized Prize value will be \$100,000 annually for life, paid in annual installments, or a one-time lump sum cash Prize payment, unless a Liability Limit would be exceeded.

**g. One (1) to Twenty (20) Second Level Prize Winning Plays among the Selling Lotteries.** If there are between one (1) and Twenty (20) Second Level Winning Plays, the annuitized Second Level Prize Value will be \$100,000 per year for life. Any of these one (1) to twenty (20) Second Level Prize Winning Plays may choose the Cash Option as an alternative to the Annuitized Payment Option. The amount of the Cash Option for this category will be the amount of the Second Level Prize Cash Option as established by all of the Selling Lotteries.

**h. Twenty-one (21) or more Second Level Prize Winning Plays among the Selling Lotteries.** If there are twenty-one (21) or more Second Level Prize Winning Plays, the Second Level Prize Liability shall be capped at an amount as determined by the Selling Lotteries, and shall be split equally among all Second Level Prize-Winning Plays, and shall be paid in one (1) Lump Sum Cash Payment, without an annuitized Payment Option. The minimum prize value for this category shall not be less than the lowest tier Prize paid in that respective Drawing.

Effective with the drawings on and after September 1, 2026, the **Second Level Prize Payouts** will be as follows:

**Second Level Prize Payouts.** Except as may be provided in the Game Rules, the Second Level Prize shall be paid either as an Annuity or lump sum cash. For each Second Level Prize Winning Play, the annuitized Prize value will be \$100,000 annually for life, paid in annual installments, or a one-time lump sum cash Prize payment of \$2,200,000, unless a Liability Limit would be exceeded.

**One (1) to Seven (7) Second Level Prize Winning Plays among the Selling Lotteries.** If there are between one (1) Second Level Winning Plays and Seven (7) Second Level Prize Winning Plays, the annuitized Second Level Prize Value will be \$100,000 per year for life. Any of these one (1) to seven (7) Second Level Prize Winning Plays may choose the Cash Option as an alternative to the Annuitized Payment Option. The Cash Option for this category will be the amount of the Second level Prize Cash Option as established by all of the Selling Lotteries.

**Eight (8) or more Second level Prize Winning Plays among the Selling Lotteries.** If there are eight (8) or more Second Level Prize Winning Plays, the Second Level Prize Liability shall be capped at

**\$15,000,000 and shall be split equally among all Second Level Prize-Winning Plays and shall be paid in one (1) Lump Sum Cash Payment, without an annuitized Payment Option. The minimum prize value for this category shall not be less than any lower tier prize paid in that respective Drawing.**

**i. Third Level Prize Payouts.** The Third Level Prize Payout will be paid as a \$7,500 Fixed Prize and paid in one single cash payment.

**j. Fourth Level Prize Payouts.** The Fourth Level Prize Payout will be \$500 Fixed Prize and paid in one single cash payment.

**k. Fifth Level Prize Payouts.** The Fifth Level Prize Payout will be \$250 Fixed Prize and paid in one single cash payment.

**l. Sixth Level Prize Payouts.** The Sixth Level Prize Payout will be \$50 Fixed Prize and paid in one single cash payment.

**m. Seventh Level Prize Payouts.** The Seventh Level Prize Payout will be \$25 Fixed Prize and paid in one single cash payment.

**n. The Eighth and Ninth Level Prize Payouts** will be \$8 Fixed Prize each and paid in one single cash payment.

## **17. LIFE ANNUITY REQUIREMENTS AND RESTRICTIONS**

**a. Minimum Annuity Period.** An Annuitant shall be paid their appropriate Grand Prize share or Second Level Prize share on an annual basis for life, or for the twenty (20) year term of the Guaranteed Annuity Portion, whichever is longer. In the event that an Annuitant dies within the twenty (20) year Guaranteed Annuity Portion, any remaining Prize payments in the Guaranteed Annuity Portion shall be paid to the Annuitant's estate or to the Annuitant's beneficiary pursuant to the Lottery's rules and regulations and law. The initial payment under the Annuity Option shall be paid as soon as possible upon completion of internal validation procedures and in accordance with these Official Game Rules.

**b.** There shall be no assignment of Grand Prize or Second Level Prize except as set forth in the statutes or regulations of the Lottery that sold the winning Ticket.

**c.** RESERVED.

**d.** RESERVED.

**e. Proof of Life.** Prior to the beginning of payment of the Deferred Annuity Portion, Lottery will send an affidavit letter to the Annuitant requesting proof of life. The purpose of the affidavit letter is to verify that the Annuitant is still alive. The Annuitant shall sign the affidavit letter, and the letter shall bear the seal of a notary public. A proof of life affidavit letter will be sent to the Annuitant each subsequent year prior to the next scheduled installment payment. If Annuitant fails to provide a signed and notarized affidavit letter, the Lottery shall not make any further Deferred Annuity Portion payments. However, when, in the Director's sole discretion, the facts underlying an Annuitant's failure to provide a completed annual affidavit letter are reasonable, the Deferred Annuity Portion payments may resume. No interest shall be paid by the Lottery on the value of the Prize or any payment thereof during any period that a Prize payment was not made due to failure of the Annuitant to provide an affidavit letter.

**f.** In no event shall installment payments be made in the Deferred Annuity Portion of the Annuity Option after the Annuitant's death.

**g.** It shall be the Prizewinner's responsibility to provide the Lottery paying the Annuity any updated address information to which Prize installments will be mailed even if a full annual payment or multiple payments have been assigned to a third party.

**h.** Where a Claimant of a Grand Prize or Second Level Prize is a minor who has not yet attained a majority age in the applicable jurisdiction in which the lottery that sold the Play is located, such Prize will be subject to the laws and regulations governing the Selling Lottery.

\*These are the basic Game Rules. Selling Lotteries may devise lottery-specific game rules, which shall not conflict with these Game Rules.

\*\*Prizes are subject to Prize Liability Limitations set forth in the Game Rules. Prizes may vary based on the number of winning Plays as provided for in these Game Rules.