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virginia lottery

**DIRECTOR'S ORDER NUMBER ONE HUNDRED FORTY-SEVEN (2019)**

**VIRGINIA'S COMPUTER-GENERATED LOTTERY GAME CASH4LIFE® FINAL RULES FOR GAME OPERATION.**

In accordance with the authority granted by §§ 2.2-4002B (15) and 58.1-4006A of the Code of Virginia, I hereby promulgate the final rules for game operation in Virginia's Computer-generated Lottery Game "Cash4Life®". These rules amplify and conform to the duly adopted Virginia Lottery regulations for the conduct of lottery games.

The rules are available for inspection and copying during normal business hours at the Virginia Lottery headquarters, 600 East Main Street, Richmond, Virginia, and at each of the Virginia Lottery offices. A copy may be requested by mail by writing to: Director's Office, Virginia Lottery, 600 East Main Street, Richmond, Virginia 23219.

This Director's Order becomes effective July 1, 2019, fully replaces any and all prior Virginia Lottery Cash4Life® Virginia-specific Game Rules and Orders, and shall remain in full force and effect unless amended or rescinded by further Director's Order.

/s/ Amy Dilworth

July 1, 2019

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Amy Dilworth, General Counsel

\_\_\_\_\_  
Date

/s/ Kevin Hall

July 2, 2019

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Kevin Hall, Executive Director

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Date



**VIRGINIA'S COMPUTER-GENERATED LOTTERY GAME**  
**"CASH4LIFE®"**  
**OFFICIAL RULES FOR GAME OPERATION**

**A. GENERAL REQUIREMENTS:**

1. In addition to these specific Game Rules, all requirements in the Multi-State Cash4Life® Official Game Rules, the Virginia Lottery regulations, and statutes apply to the operation of this Game. The Virginia Lottery *Subscription Program Rules* and *Subscriptions Terms and Conditions* will also apply when purchases are made via the Subscription system. The *Mobile Application Terms and Conditions* will also apply when purchases are made via the MobilePlay feature of the Mobile Application.
2. Except as may be otherwise provided in **Section P** ("Disputes") herein, in the event of a conflict between any provision in these Game Rules, the Multi-State Cash4Life® Official Game Rules and any Virginia Lottery statute or regulation, then, as to the Virginia Lottery, Virginia statute, rule, and regulation shall control.
3. Game Rules, Virginia Lottery regulations and statutes, and terms and conditions are on file at Virginia Lottery headquarters.

**B. DEFINITIONS** (for purposes of this Game):

"Annual Payout Option" or "Annuity Payout Option" means that the manner in which the Cash4Life® Top Prize and Second Level Prize may be paid in annual installments for the Claimant's Measuring Life. Refer to **Section H** ("Prize Structure").

"Annuity Guaranteed" means the portion of the Annuity Payout Option where the Prizewinner is guaranteed at least twenty (20) full annual payments, irrespective of the Claimant's Measuring Life.

"Cash Option" means that the manner in which the Top Prize and Second Level Prize shall be paid in a lump sum single cash payment. Refer to **Section H** ("Prize Structure").

"Cash4Life® Cut-off" or "Imminent" means the time after which Lottery Plays will not be accepted for that Drawing. The Imminent occurs at 8:45 PM Eastern Time for each Cash4Life® Drawing.

"Cash4Life® Ticket" or "Ticket" means a valid Ticket produced by, or a MobilePlay Play registered in the Lottery's gaming system, and is sold by the Virginia Lottery for this Game.

"Cash Ball" means the number selected from the established field of four (4) numbers 1 through 4 known as "matrix B".

"Claimant" means a Person who presents a Ticket that he/she presumes to be a Winning Ticket.

"Claimant's Measuring Life" means the period over which a Top Prize or Second Level Prize is paid out under the Annuity Payout Option. For each Winning Ticket, the Claimant's Measuring Life shall be the natural life of the individual who is the valid Prizewinner. However, in the event that more than one Player claims a Prize on a Ticket, the Claimant's Measuring Life shall be fixed at twenty (20) years.

"Computer-generated Game" means a Virginia Lottery Game that is dependent upon the use of a Virginia Lottery Online Terminal in direct communication with a Mainframe computer operated by or at the direction of the Virginia Lottery.

"Director" means the Executive Director of the Virginia Lottery as established in Chapter 40 of Title 58.1 (§58.1-4000, *et seq.*) of the *Code of Virginia* or any other employee(s) to whom the Executive Director's authority is lawfully delegated.

"Drawing" means a formal process of randomly selecting numbers in accordance with the Game Rules.

"Easy Pick" means a Game feature in which the Virginia Lottery computer system randomly selects numbers for the Player for an individual Play. The designation "EP" is printed on the Ticket to indicate an Easy Pick Play.

"Election" means the irrevocable decision that a Claimant makes within sixty (60) days of becoming entitled to the Prize to receive his/her Prize under either the Annual Payout Option or Cash Option method of payment.

"Entitled to the Prize" means the Claimant has presented a Ticket to a Virginia Lottery office or who has purchased a Winning Play via MobilePlay, and the Virginia Lottery has validated the Play/Ticket as winning a Top Prize, unless Internal Revenue Service policy provides a different definition, in which case the Internal Revenue Service definition shall prevail.

"Fixed Prizes" means a set amount awarded in the Cash4Life® Game unless a liability limit is reached.

"Future Play" means a Game feature which allows a Player to select numbers for any one (1) future Drawing scheduled after the next most immediate Drawing up to twenty-six (26) Drawing days (playslip reads "select a single draw date up to 25 days out from the current date). A Future Play can be for one (1) Drawing only.

"Game" means the game named in the title at the top of Page 1 of these rules.

"Game Rules" or "Rules" means these rules.

"Lottery" means the Virginia Lottery.

"Lottery Board" means the group of five (5) people, appointed by the Governor of Virginia, with the power to adopt regulations governing the establishment and operation of the Virginia Lottery and to perform other functions that are set out in the *Code of Virginia*.

"Lottery Retailer", "Lottery Sales Retailer" or "Retailer" means a person or entity licensed by the Virginia Lottery to sell and dispense Virginia Lottery Tickets, materials and games.

"Mobile Application" or "Application" refers to a type of application software designed to run on a mobile device, such as a smartphone or tablet computer.

“MobilePlay” refers to a feature of the Lottery’s Mobile Application that, via a Retailer’s Bluetooth® signal, and a Video Control Unit, enables a Player to play and purchase certain Computer-generated Games when using his/her mobile device or tablet computer as a proxy for the Lottery Game Terminal while on the premises of a licensed Retailer.

“Multi-Draw” means a Game feature which allows a Player to select Plays (playslip reads: “play the same numbers) for up to twenty-six (26) consecutive Drawings on one (1) ticket, starting with the next scheduled Drawing (playslip reads: “including the next”). The cost of a Multi-Draw Ticket depends on how many Draws and how many Plays are selected.

“Number of Draws” means the number of Drawings for which a Multi-Draw Ticket is valid.

“Pari-Mutuel” means the total amount of sales allocated to pay Prize Claimants, at the designated Prize level, divided among the number of Winning Tickets.

“Partial Easy Pick” means a Game feature that allows the Player to have the gaming system randomly select a portion of their numbers for an individual Play. There will be an “EP” printed on the Ticket to indicate a Partial Easy Pick Play.

“Partner States” means one or more member lotteries who are signatories to the Cash4Life® game agreement. Participating states may change over time.

“Person” means a natural person and may not extend to or be applied to a corporation, company, partnership, association or other entity.

“Play” means one (1) wager for a chance to win a Prize.

“Play Area” means a defined area on a Ticket within which distinct numbers, symbols, and captions are printed.

“Player” means a Person who is at least eighteen (18) years of age, who purchases or otherwise validly obtains a Ticket. Licensed Virginia Lottery Retailers and their employees may be Virginia Lottery Players.

“Playslip” means an optically readable card on paper stock issued by the Virginia Lottery that a Player uses to make a Cash4Life® Play. A Playslip has no pecuniary or Prize value and shall not constitute evidence of a Ticket purchase or of numbers selected.

“Plays per Ticket” means the number of Plays printed on a single Ticket or displayed in MobilePlay. A Cash4Life® Ticket can have up to five (5) Plays per Ticket.

“Present at the Terminal” means that a Player remains physically present at the Virginia Lottery Terminal from the time the Player’s order for Tickets is accepted by the Virginia Lottery Retailer, through completion of the order processing, while the Ticket(s) is (are) paid for, and through the time that the Ticket(s) is (are) delivered to the Player. Players must be present at the Terminal for any purchase.

“Prize” or “Prizes” means the winnings as defined in **Section H** (“Prize Structure”).

“Prize Fund” means the number of dollars available to fund all Prizes.

“Prize Level” means the different Prizes awarded for correctly selecting one (1) or more numbers which match numbers produced by the Drawing for the Drawing date for which the Play(s) was/were purchased.

“Prize Pool” means the respective number of dollars from the Prize Fund allocated to each of the Prize Levels.

“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 a Game.

“Second Level Prize” means the Prize amount awarded for matching, in a single Play, five (5) numbers selected from a field of sixty (60).

“Self-service Vending Machine” or “Vending Machine” means an interactive device by which a Player may select a Game and purchase a Ticket without the help of a clerk at a Virginia Lottery Retailer or an employee at a Virginia Lottery office or other approved location.

“Subscription” means a multi-draw purchase option wherein the same set(s) of numbers may be played for an established number of future consecutive draws.

“Terminal” means a device that is authorized by the Virginia Lottery to interact with the Virginia Lottery's central computer system to issue Virginia Lottery Tickets and to enter, receive and process Virginia Lottery transactions that may include issuing Tickets, validating Tickets and transmitting reports.

“Ticket Message” means a message that may appear on each Ticket that consists of up to seven (7) lines, thirty-six (36) characters per line.

“Top Prize” means the Prize amount awarded for matching, in a single Play, five (5) numbers selected from a field of sixty (60) and one (1) number selected from a field of four (4) (the “Cash Ball”).

“Unclaimed Prize” means any cash Prize for a Winning Cash4Life® Play that has not been presented for payment, along with the documentation, if any, required by these Rules, within 180 days of the Play's valid Drawing date.

“Winning Number(s)” means the five (5) different numbers (one (1) through sixty (60)) and one (1) number (one (1) through four (4)), randomly selected at each Drawing that will be used to determine the Winning Play.

“Winning Play” means the Play numbers/symbols making up a single Game Play that match the Winning Number(s).

“Winning Ticket” means a Ticket that has passed all Lottery validation and security requirements and that contains the Winning Play(s). Each Winning Ticket must meet Virginia Lottery validation requirements as defined in the Lottery regulations.

“Winning Ticket Validation” means the process used to validate a Winning Ticket following the purchase of a Winning Play as shown on the Cash4Life® Ticket. Refer to **Section L** (“Ticket Validation Requirements”).

**C. GAME DESCRIPTION:** Cash4Life® is a multi-state lottery game in which Players select numbers that could potentially match those selected during a random Drawing for a chance to win Prizes. Refer to **Section H** (“Prize Structure”).

**D. ELIGIBILITY:**

1. Minors purchasing or redeeming Tickets or Plays: Persons under the age of eighteen (18) are not permitted to purchase or redeem Lottery Tickets. No Ticket shall be given as a gift or otherwise to any Person under the age of eighteen (18) years. The transferee of any Ticket from a Person ineligible to purchase a Ticket is ineligible to receive any Prize.

2. Eligibility: No officer, employee or Board member of the Lottery, or any officer or employee or board member of any vendor to the Lottery of Computer-generated or scratch game goods or services working directly on a contract with the Lottery for such goods or services, or any person residing in the same household of any such board member, officer or employee, or any person under the age of eighteen (18) years, shall be eligible to purchase Tickets. The Lottery will not pay a Prize on a Ticket purchased by, for, or gifted to or transferred to anyone under eighteen (18) years of age, or to the transferee of such Person.

#### **E. GAME PURCHASE:**

1. Eligible Players may purchase Plays or Tickets, as applicable, via a Lottery Terminal at retail, a Self-Service Vending Machine, the Virginia Lottery's Subscription Program via [valottery.com](http://valottery.com), the Lottery Mobile Application featuring MobilePlay, or by any means made available by the Virginia Lottery.
2. Price: Except as otherwise noted herein or as otherwise announced, one (1) Cash4Life® Play costs two dollars (\$2.00).
3. By purchasing a Ticket, the Player agrees to comply with and abide by the Lottery statutes, Lottery regulations, these Game Rules, the Multi-State Cash4Life® Official Game Rules, all final decisions of the Director, the Lottery *Subscription Program Rules* and *Subscriptions Terms and Conditions*, as applicable, all procedures established by the Director for the conduct of the Game, and the *Mobile Application Terms and Conditions*.
4. Risk: Players should sign the back of a Ticket after purchase. The Lottery shall not be responsible for any loss incurred as a result of a Player's failure to sign a Ticket. It shall be the sole responsibility of a Player to verify the accuracy of each Play or Plays printed on the Ticket (to include the cost, the numbers selected, and the date(s) of Play).
5. The placing of Plays is done at a Player's own risk. The Player acknowledges that a Lottery Retailer shall be deemed to be acting on behalf of the Player in selecting numbers via the Lottery Terminal.
6. Player responsibility: A Player assumes responsibility for any activities in his/her Account when using MobilePlay to purchase Plays.
7. Lottery Responsibility: The Lottery is responsible for reasonable safeguards of MobilePlay data.

#### **F. HOW TO PLAY:**

1. A Player must select five (5) numbers from a field of sixty (60) numbers, and one (1) Cash Ball number from one (1) through four (4), or allow the random selection of numbers constituting a Play via Easy Pick or Partial Easy Pick. The Cash Ball number may be the same as one of the first five (5) numbers.
2. Players must match their numbers to those drawn by the Drawing agent for Partner States on the designated Drawing date to be eligible to win a Prize.
3. Use of Playslips may be required: Lottery Retailers may require the use of Cash4Life® Playslips for those selections and options that can be executed on the Cash4Life® Playslip in order to minimize the risk of error in entering Players' number selections and to expedite service to all Lottery customers. Options not available on the Cash4Life® Playslip will be entered manually by the Lottery Retailer at the Player's request. The use of mechanical, electronic, computer generated or any other non-manual method of marking Playslips is prohibited.

4. Unaccepted Play: If for any reason the Player's Play is not accepted, the liability of the Lottery and its Retailer is limited to a refund of the amount paid for the Play.
5. Cut-off of Play: Plays for a particular Drawing will be accepted by the gaming system until 8:45 PM Eastern Time daily.

**G. TICKET:**

1. Ticket data: A Cash4Life® Ticket is acceptable evidence of play and consists of up to five (5) game board(s), each having five (5) different numbers selected from a field of one (1) through sixty (60) and one (1) number selected from a field of one (1) through four (4), which appear on a Ticket as a set of six (6) numbers.

The front of the Ticket must show the logo for Cash4Life®, the date and time of purchase, the price of the Ticket, the game board(s), the Retailer and Terminal number that produced the Ticket, the security code, the Ticket serial number, and a bar code representation of the Ticket serial number.

The back of the Ticket must contain a sequential Ticket stock number preceded or followed by two (2) alphabetic characters, and a synopsis of the game rules.

2. Sample Ticket:



## H. PRIZE STRUCTURE:

1. Prize Fund: The total Prize Fund for each Drawing is approximately fifty-five percent (55%) of the money wagered by all Players for that Drawing. The Prize Levels are generated from the Prize Fund. Unless the provisions of **Section I** are applicable, the Top Prize and the Second Level Prize will be the only Prizes determined on a Pari-Mutuel basis. The affected Prize Levels will be determined by dividing the allocated portion of the Prize Fund by the number of Winning Plays produced as a result of the Drawing. Except as otherwise provided in these Rules, other Prize Levels will be fixed as set forth in the following table:

<b>CASH4LIFE® PRIZES AND ODDS</b>			
<b>Overall chances of winning a prize 1 in 8.0</b>			
<b>Level</b>	<b>Match</b>	<b>Prize</b>	<b>Odds 1 in</b>
1	5 + Cash Ball	\$1,000 a day for life*	21,846,048
2	5 (No Cash Ball)	\$1,000 a week for life*	7,282,016
3	4 + Cash Ball	\$2,500	79,440
4	4 (No Cash Ball)	\$500	26,480
5	3 + Cash Ball	\$100	1,471
6	3 (No Cash Ball)	\$25	490
7	2 + Cash Ball	\$10	83
8	2 (No Cash Ball)	\$4	28
9	1 + Cash Ball	\$2	13

\*Cash option available

2. Top Prize Payments: Except as provided herein, the Top Prize shall be paid either as an annuity or lump sum cash. A Top Prize payout shall be divided equally among the number of Top Prize Winning Tickets as set forth below. Under certain circumstances, as detailed below, the Top Prize is required to be paid in a single lump sum cash payment and no annuitized payment option is available.
  - a. One (1) Top Prize Winning Ticket among the Party Lotteries: If there is one (1) Top Prize Winning Ticket, the annuitized Prize value will be \$1,000 per day for Life, paid in annual installments of \$365,000, or a one-time lump sum cash Prize payment. The lump sum cash value is established by the Party Lotteries as set out in the Cash4Life® Finance and Operations Procedures.
  - b. Two (2) to Fourteen (14) Top Prize Winning Tickets among the Party Lotteries: If there is more than one (1) and less than or equal to fourteen (14) Top Prize Winning Tickets, the annuitized payment based on an annuitized Prize value of \$1,000 per day, will be divided by the total number of Top Prize Winning Tickets. The minimum annuitized Prize value for this category will be \$500 a week for Life, paid in annual installments. The two (2) to fourteen (14) Top Prize Winning Ticket Prizewinners may choose the Cash Option as an alternative to the Annuity Payout Option.

- c. Fifteen (15) or more Top Prize Winning Tickets among the Party Lotteries: In the event that there are fifteen (15) or more Winning Tickets, no Annuity Option shall be available. Rather, the Jackpot Prize Cash Value shall be divided equally among all Jackpot Prize Winning Tickets and paid in one lump sum payment to each Prizewinner. The minimum Jackpot Prize value shall be not less than any lower-tier Prize payout for the same Drawing.
3. Second Level Prize Payments: The Second Level Prize shall be paid either as an annuity or lump sum cash. For each Second Level Prize Winning Ticket, the annuitized Prize value will be \$1,000 per week for Life, paid in annual installments of \$52,000, or a one-time lump sum cash Prize payment, unless a Liability Limit would be exceeded. If a Prize Liability Limit is exceeded and the annuity Prize value of a Second Level Prize falls below \$500 per week for life, then all Winning Tickets will be paid in a single lump sum cash payment and no annuitized payment option will be available. The minimum Second Level Prize value shall be not less than any lower-tier Prize payout in regard to the same Drawing.
4. Prize Levels Three (3) through Nine (9) Prize Payments will be paid as Fixed Prizes and paid in one single cash payment.
5. If the Claimant does not make an Election of the Cash Option by the close of business on the sixtieth (60<sup>th</sup>) day following the date on which he/she first became Entitled to the Top Prize, the Claimant shall be paid the Top Prize under the Annual Payout Option, unless no annual payout option is available.
6. 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. Such change shall be announced by advance public notice.
7. In the event that a Liability Limit would be exceeded for a particular Drawing, the Prize amounts for each Prize Level shall be adjusted in accordance with a formula established by the Party Lotteries so that the aggregate liability for Prizes in such Drawing shall not exceed the Liability Limit. Prize liability limitations are posted on Party Lotteries' websites.
8. Annual Payout Option: With the multi-Claimant exception specified in the definition of Claimant's Measuring Life herein, the Top Prize and the Second Level Prize shall be paid in annual installments for the measuring life of the Claimant or for twenty (20) years, whichever is greater. The initial payment shall be paid after the Winning Ticket Validation process is completed, including all irrevocable elections and any other necessary validation requirements. The remaining payments will be issued annually on the schedule established at the time the claim is completed.

Cash Option: The Top Prize and the Second Level Prize shall be paid in an initial cash payment upon completion of internal validation procedures and the Prizewinner's notarized, irrevocable Election within the prescribed time period to receive the Top Prize or the Second Level Prize under the Cash Option method of payment. The Cash Option amount will be the Cash Equivalent Prize as established under the Multi-State Cash4Life® Official Game Rules.

The Prizewinner understands and agrees that he/she may not receive a payment until approximately seven (7) business days after the Election form is signed.

9. Other Prize Wins: Every Prize other than the Top Prize and Second Prize shall be paid in one (1) payment.

10. Liability Cap: The total Grand/Top Prize liability for each Cash4Life® Drawing shall be a fixed amount as established by the Party Lotteries. The total Second Prize liability for each Cash4Life® Drawing shall be a fixed amount as established by the Party Lotteries. Should these fixed amounts be exceeded, the prize values for the Grand Prize and the Second Prize may become Pari-Mutuel as shown below:
  - a. For any Drawing, if there is more than one (1) Top Prize Winning Ticket sold, then the Top Prize for each Winning Ticket shall be paid on a Pari-Mutuel basis.
  - b. For any Drawing, if there are more than five (5) Winning Tickets, then the value of each Second Level Prize shall be paid on a Pari-Mutuel basis, such that all Winning Tickets share a fixed liability cap established by the Party Lotteries.
  - c. In the event that any single Drawing should produce more than seven (7) Top Prizewinners and at least one (1) Second Level Prizewinner, then both the Top Prize and Second Level Prize become Pari-Mutuel Prizes, and all Top Prize and Second Level Prizewinners will share the total combined Prize pool for both Prize levels. The total combined Prize pool shared equally among all Top Prize and Second Level Prize Prizewinners, under this scenario, is as established by the Party Lotteries.
11. Withholding from Prizes: State and federal withholding taxes, and any debts subject to the Virginia Set-off Debt Collection Act, shall be withheld from Cash4Life® Prizes by the Lottery in such amounts as may be required by law.

#### I. DRAWINGS:

1. Drawings will be held daily at 9:00 PM Eastern Time, or at a time as determined by the Party Lottery States. Substitute Drawings will be held at the discretion of the state holding the Drawing.
2. The Lottery may digitally stream or televise, either live or delayed, the process of selecting the Winning Numbers. The Lottery will report the results to selected news outlets to inform the public of the Winning Numbers. In the event these methods of informing the public of the results are prevented for any reason, the Lottery will use alternate means to inform the public at the earliest reasonable opportunity.
3. All Winning Numbers, even though announced, are subject to validation by the Lottery, including, if necessary, review by the Director, whose decision shall be final. The Lottery shall not be liable for media misprints or incorrectly announced or scrolled Winning Numbers.

#### J. TICKET OWNERSHIP:

1. A Ticket is a bearer instrument. When a signature is written on the back of a Ticket, the Person whose signature appears in such area shall be the owner of the Ticket and shall be entitled to any Prize resulting from the Ticket. The Lottery shall pay the Claimant whose signature appears on the back of the Ticket.
2. If more than one (1) signature appears on the Ticket or there are multiple parties presenting one Ticket, **each** Prizewinner shall complete a Prizewinner Claim Form to receive payment. Additionally, the Lottery may request that the parties complete a *Split Ownership/Proceeds Verification Form* which specifies how the total Prize will be divided. Certain restrictions may apply to the minimum amount of an individual Prizewinner's payment.

3. Non-Responsibility: The Lottery shall not be responsible for lost, stolen, altered, forged or fraudulently made Tickets.

#### **K. CLAIMANT VERIFICATION:**

1. Methods used by the Lottery to establish and confirm a Claimant's identity include, but are not limited to:
  - viewing and/or copying the Claimant's valid government-issued photo identification
  - viewing and/or copying proof of taxpayer identification number (e.g. Social Security number)
  - asking identity-verifying questions in the absence of the aforementioned document proof
  - viewing and/or retaining the information provided on a Lottery *Prizewinner Claim Form*.
2. **In order to verify a Claimant's age, in all cases involving a cash Prize greater than \$100 claimed at a Lottery office**, the Lottery must be provided with the Claimant's valid government-issued photo identification and taxpayer identification number (e.g. Social Security number). Payment will be delayed until such a number is provided and the Claimant shall not be entitled to interest on the Prize Funds attributable to such delay. Any Prize for which a taxpayer identification number has been requested but not furnished within 180 days of the date of the Drawing from which the winning Play resulted will be forfeited and treated as an Unclaimed Prize.

#### **L. TICKET VALIDATION REQUIREMENTS:**

1. To be a valid Ticket, all requirements unique to a particular Game and all requirements set out in regulation and statute must be met.
2. The Ticket must have been issued by the Lottery in an authorized manner. The Ticket must be intact and must not, in whole or in part, be defectively printed, produced in error, counterfeit, unreadable, incomplete, mis-registered, defective, torn, stolen, mutilated, altered, reconstituted, tampered with or previously paid.
3. The Ticket data must have been recorded in the Lottery's central computer system prior to cashing.
4. The information appearing on the Ticket must correspond precisely with the Lottery's computer records.
5. The serial number must appear in its entirety and must correspond to a matching serial number on the Lottery's validation file.
6. All information appearing on an apparent Winning Ticket must correspond to the Lottery's records of Winning Tickets, and no Prize based upon a Ticket with identical data shall be or have been paid.
7. The display printing on the Ticket must be regular in every respect, correspond precisely to the artwork on file at the Lottery, and must pass all other security criteria determined by the Director.
8. The Ticket must be validated in accordance with the provisions of the Lottery regulations relating to procedures for claiming Prizes and for the payment thereof.
9. An apparent Winning Ticket shall be void unless the Ticket is printed on a paper stock roll issued by the Lottery and in use at the time of the Play and validly issued to the Lottery Retailer from whom the Ticket was purchased.
10. If a Ticket fails to pass all of the validation requirements set forth in these Game Rules or in the Lottery's regulations, the Ticket shall be void and ineligible for any Prize and shall not be paid.

## M. PRIZE CLAIMS:

1. With the exception of MobilePlay and Virginia Lottery Subscription Program transactions, a Ticket shall be the only proof of a Play made outside of MobilePlay. Submission of a Winning Ticket to the Lottery or its authorized Lottery Retailer shall be the sole method of claiming a Prize or Prizes unless purchased via the Subscription system. Prize claims for Subscriptions shall be handled in accordance with the *Subscription Program Rules* and the *Subscription Terms and Conditions*.
2. All claims must be made within 180 days of the valid Drawing date for which the Play/Ticket was purchased. Any Unclaimed Prize shall be forfeited and revert to the Virginia State Literary Fund.
3. In accordance with the provisions of the Servicemembers Civil Relief Act, 50 U.S.C.S. app. §§ 501-597b, any Person while in active military service may claim exemption from the 180-day claiming requirement. Any such Person must claim his/her Prize pursuant to the requirements set forth in these Rules no later than 180 days after discharge from active military service. Within thirty (30) days of presentation of such Prize claim, the Director shall verify the claim and direct payment in accordance with Lottery regulations then in effect regarding the manner of payment of Prizes to the holders of Winning Tickets or shares.
4. Employees of the Lottery, or of a licensed Lottery Retailer, shall verify the Ticket and, if valid, pay the amount due to the Claimant. If a claim form is required, the Claimant will be so advised. Unless otherwise specified in these Rules, no payment shall be made unless the Claimant presents a Winning Ticket as defined in these Rules.
5. A Claimant shall bear all risk of loss or damage incurred as a result of sending a Ticket through the mail.
6. **To claim a Prize of \$600 or less**, a Claimant may do one of the following:
  - present the Winning Ticket to any Retailer licensed by the Lottery;
  - complete and sign the back of the Ticket and present it at any Lottery office; or
  - complete and sign the back of the Ticket and mail it to the Virginia Lottery, P. O. Box 1254, Richmond, Virginia 23218-1254 (preferably by insured, registered, or certified mail, return receipt requested).

The Claimant should retain a copy of the front and back of the Ticket for his or her records.

7. **To claim a Prize of more than \$600**, a Claimant may do one of the following:
  - complete and sign the back of the Ticket and present it at any Lottery office; or
  - complete and sign the back of the Ticket, and mail:
    - the Ticket;
    - a copy of his/her government issued photo identification; and
    - a copy of a document verifying the Claimant's taxpayer identification number (e.g. Social Security number)

to the Virginia Lottery, P. O. Box 1254, Richmond, Virginia 23218-1254 (preferably by insured, registered or certified mail, return receipt requested).

The Claimant should retain a copy of the front and back of the Ticket for his or her records.

8. Virginia Lottery law prohibits the holder of a Winning Ticket from reselling or having a Person other than him-/herself claim a Winning Ticket for the purpose of concealing his/her identity as a Prizewinner. Any Person found to have engaged in the foregoing shall be fined as determined by the Director: (a) for Prizes of less than \$1,000, not more than \$250; (b) for Prizes of \$1,000 or more but less than \$5,000, more than \$250 but not more than \$500; and (c) for Prizes of \$5,000 or more, no less than \$1,000.

Computer-generated Game Rules - Cash4Life®

## N. PRIZE PAYMENT:

1. When paying any Prize claim **in excess of \$600**, the Lottery shall report the winnings or withhold taxes pursuant to rules established by the Internal Revenue Service and Virginia Department of Taxation and shall file the appropriate income reporting form(s) with the Internal Revenue Service and the Virginia Department of Taxation.
2. When paying a cash Prize claim **in excess of \$100** at a Lottery office or via Subscription or MobilePlay, the Lottery shall withhold any monies due under the Commonwealth's Set-Off Debt Collection Act if the agency has registered such debt with the Virginia Department of Taxation and timely notice of the debt has been furnished by the Virginia Department of Taxation to the Lottery.
3. One Prize: Subject to the validation requirements contained herein, Players are eligible to receive only one (1) (the highest) applicable Prize for each winning Game Play.
4. No right of any Person to a Prize shall be assignable except that:
  - a. the Lottery may pay any Prize according to the terms of a deceased Prizewinner's beneficiary designation or similar form filed with the Virginia Lottery, or to the estate of a deceased Prizewinner who has not completed such a form, and
  - b. The Prize to which a Prizewinner is entitled may be paid as directed by an appropriate judicial order.
5. Each Prizewinner is legally required to include the value of the Prize, as well as any taxes paid by the Lottery on his/her behalf, in his/her taxable income for tax reporting purposes. As a result of accepting a Prize, and taking into account a Prizewinner's total taxable income for the year in which the Prize is accepted, a Prizewinner may fall into a higher tax bracket for his/her federal and state tax liabilities for the year in which the Prize is accepted.
6. Virginia Lottery law prohibits the disclosure of information about an individual Prizewinner's identity for a Prize greater than \$10 million, unless that Prizewinner consents in writing to such disclosure.
7. For Prizes up to and including \$10 million, a Prizewinner agrees to participate in a press conference, and agrees to the use of his/her name and/or photo for publicity, at the Lottery's Discretion. Examples of publicity include, but are not limited to, news releases, Internet, news media and signs at the Lottery Retailer locations. In addition, a Prizewinner agrees to participate in Lottery promotional efforts which may include his/her name, hometown, the amount of the Prize won, and the Game won, through so-called "social media," which may include, but will not be limited to, YouTube®, Twitter®, Facebook®, or similar efforts, without additional consent from or compensation to the Prizewinner.
8. Should circumstances beyond the Director's control arise, rendering the Director not legally authorized to pay a Prize, including, without limitation, if the Commonwealth does not authorize the expenditure to appropriate funds to be used by the Director to pay Prizes, the Prizewinner understands and agrees that payment of the Prize will be delayed until such time as the Director is again legally authorized to make payment. No liability for interest arising because of any such delay, or any delay beyond the Lottery's control, shall accrue to the benefit of the Claimant pending payment of the claim.

**O. CANCELLATION POLICY:** Once printed, a Cash4Life® Ticket purchased from a Self-service Vending Machine or Play made via MobilePlay, **cannot be canceled**.

1. Canceled sales in Virginia: The Director has the right to cancel Drawings or sales, either or both, of Tickets in Virginia on holidays, days of special importance, or on days when conditions make conducting the Drawings or sales impractical or inappropriate and to conduct Drawings or makeup Drawings at times and dates as determined by the Director. Neither the Lottery, the Director, nor any employee of the Lottery or member of the Board shall have any liability whatsoever for any such re-schedule/cancellation.
2. Termination of Game: The Director may, at any time, announce a suspension or termination of a Game without advance notice and at his/her sole discretion, at which point no further Tickets will be sold and no additional Prizes shall be awarded. Neither the Lottery, the Director, nor any employee of the Lottery or member of the Board shall have any liability whatsoever for any such suspension/termination.

**P. DISPUTES:** The Director may refrain from paying a Prize pending final determination under any of the following circumstances:

1. if a dispute related to any Prize occurred or if it appears that a dispute may occur;
2. if there is any question regarding the identity of the claimant; or
3. if there is any question regarding the validity of any Ticket presented for payment.

No liability for interest arising because of any such delay, or any delay beyond the Lottery's control, shall accrue to the benefit of the claimant pending payment of the claim. The Lottery is neither liable for, nor has it any responsibility to resolve, disputes between or among competing Claimants.

In the event of a dispute or other instance of doubt, the decision of the Director shall be final and binding. However, the Director may, solely at the Director's option, refund the purchase price of a ticket or replace an invalid, defective or otherwise erroneous Ticket with a Ticket of equivalent sale price from any current Virginia Lottery Game. Replacement of the Ticket shall be the bearer's or Claimant's sole and exclusive remedy.

**Q. MULTI-STATE AGREEMENT:**

To the extent any reconciliation or determination must be made as to the applicability of the several provisions of these Rules and the Cash4Life official multi-state game rules, the decision of the Virginia Lottery Director shall be final and binding.

**R. GOVERNING LAW:**

By purchasing this Game, each person agrees to comply with and abide by the Lottery statutes, Lottery regulations, all final decisions of the Director of the Lottery, , these and any other applicable Rules established by the Lottery Board and/or Director of the Lottery for the conduct of this Game, and the *Mobile Application Terms and Conditions*, as applicable. Any dispute arising that relates to any aspect of this Game shall be governed by the laws of the Commonwealth of Virginia, and the venue for the determination of any such dispute shall be in the city of Richmond, Virginia.

**S. AMERICANS WITH DISABILITIES ACT ("ADA"):**

The Lottery is not responsible for any third party's compliance with ADA Rules and Regulations where applicable in connection with a Prize.