



Virginia Lottery

DIRECTOR'S ORDER NUMBER NINETY-FOUR (2020)

VIRGINIA LOTTERY'S COMPUTER-GENERATED GAME "CASH 5" 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 Lottery's Computer-generated Game "Cash 5". These rules amplify and conform to the duly adopted Virginia Lottery regulations for the conduct of lottery games.

A copy of these rules may be requested by email using the Contact Us page on <https://www.valottery.com>. The rules are also 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, 2020, fully replaces any and all prior Virginia Lottery "Cash 5" Game Rules and Orders, and shall remain in full force and effect unless amended or rescinded by further Director's Order.

/s/ Amy Dilworth

June 30, 2020

Amy Dilworth, General Counsel

Date

/s/ Kevin Hall

June 30, 2020

Kevin Hall, Executive Director

Date



**VIRGINIA LOTTERY'S COMPUTER-GENERATED GAME
"CASH 5"
OFFICIAL RULES FOR GAME OPERATION**

A. GENERAL REQUIREMENTS:

1. In addition to these specific Game Rules, all applicable requirements in the language on the back of the Ticket, and the applicable requirements in the Virginia Lottery regulations and statutes apply to the operation of this Game.
2. Game Rules, Virginia Lottery regulations, and Virginia Lottery statutes, are on file at Virginia Lottery headquarters.

B. DEFINITIONS (for purposes of these Rules):

"Cash 5 Cut-off" or "Imminent" means the time after which Lottery Plays will not be accepted for that Drawing. The Imminent occurs daily at 1:53 PM Eastern Time for the day Drawing and at 10:45 PM Eastern time for the night Drawing.

"Cash 5 Ticket" or "Ticket" means a Ticket produced by, or an online Play registered in, the Virginia Lottery's gaming system and sold by the Virginia Lottery.

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

"Computer-generated Game" means a Virginia Lottery Game that is dependent upon the use of a Virginia Lottery 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 that allows a Player to have the gaming system randomly select his or her numbers for an individual Play. The designation "EP" is printed on a Ticket to denote an Easy Pick Play.

“Entitled to the Prize” means the status of a Claimant who has presented a Ticket to a Virginia Lottery office or who has purchased a Winning Play online, and the Virginia Lottery has validated the Play/Ticket as winning a 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 a Cash 5 Game.

“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 ninety-one (91) days. 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.

“Liability Threshold” means the maximum Prize liability for the Match 5 of 5 Prizes for a particular Drawing.

“Lottery” means the Virginia Lottery.

“Lottery Board” means the group of seven (7) 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 licensed by the Virginia Lottery to sell and dispense Virginia Lottery Tickets, materials and games.

“Multi-Draw Purchase” means a Game feature which allows a Player to select Plays for future Drawings during one (1) purchase, starting with the next scheduled Drawing. 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 purchase is valid.

“Pari-mutuel Prize” means a reduction in a Fixed Prize amount under certain situations, where all Winning Tickets for a particular Drawing receive equal, reduced Prize amounts for the Match 5 of 5 Prize.

“Partial Easy Pick” means a Game feature that allows a Player to have the gaming system randomly select a portion of his or her numbers for an individual Play. The designation “EP” is printed on a Ticket to denote a Partial Easy Pick Play.

“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-screen or on a Ticket within which distinct numbers, symbols, and captions are displayed/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 Play or Plays. 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 online. A maximum of ten (10) Plays may be included on a single Cash 5 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 a Ticket is accepted by the Virginia Lottery Retailer, through completion of the order processing, payment, and delivery of the Ticket 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").

"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.

"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.

"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.

"Unclaimed Prize" means the cash Prize for a winning Cash 5 Ticket that has not been presented for payment within 180 days of the Ticket's valid Drawing date.

"Winning Number(s)" means the five (5)-digit Cash 5 number randomly selected at each Drawing that will be used to determine the Winning Play(s).

"Winning Play" means the 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 contains the Winning Play(s). Each Winning Ticket must meet Virginia Lottery validation requirements as defined in the Virginia 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 Cash 5 Ticket. Refer to **Section L** ("Ticket Validation Requirements").

- C. GAME DESCRIPTION:** Cash 5 is a Computer-generated 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: 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, or via any means made available by the Virginia Lottery.
2. Price: Except as otherwise noted herein or as otherwise announced by the Lottery, the price of one (1) Cash 5 Play costs either
 - a. twenty-five cents* (\$.25),
 - b. fifty cents (\$.50)*, or
 - c. one dollar (\$1.00).

*Wagers less than \$1.00 are allowed; however, a Playslip must include enough Plays to total \$1.00 or more in order to produce a valid Ticket.

3. By purchasing a Play or Ticket, the Player agrees to comply with and abide by the Lottery statutes, Lottery regulations, these Game Rules, all final decisions of the Director, the *Lottery Online Gaming Rules* and *Lottery Account Terms and Conditions*, as applicable, and all procedures established by the Director for the conduct of the Game.
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 Game Play 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.

F. HOW TO PLAY:

1. A Player must select five (5) numbers each from a field of one (1) through thirty-four (34) that together will form a unique five (5)-digit Cash 5 number.

2. Players must match the numbers selected in their Play(s) to those drawn by the Lottery on the designated Drawing date at the designated Drawing time in order to be eligible to win a Prize.
3. Use of Playslips may be required: Lottery Retailers may require the use of Cash 5 Playslips for those selections and options that can be executed thereon 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 Cash 5 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 will be accepted by the computer system for the day Drawing until 1:53 PM ET and for the night Drawing until 10:45 PM ET.

G. TICKET:

1. Ticket data: A Cash 5 Ticket consists of up to ten (10) game boards each containing one unique five (5)-digit number.
2. The front of the Ticket must show the logo for Cash 5, the date and time of purchase, the price of the Ticket, the game board, the Retailer and Terminal number that produced the ticket, the Ticket serial number and a bar code representation of the Ticket serial number, and the security code. If the Play was an Easy Pick or Partial Easy Pick Play, the code "EP" must be present.

The back of the Ticket must contain a sequential Ticket stock number and a synopsis of some of the Game Rules herein.

3. Sample Ticket:



H. PRIZE STRUCTURE:

1. Prize Levels will be fixed as set forth in the following table:

Match	Odds	Prize Amount
5 of 5	1 in 278,256	\$100,000.00
4 of 5	1 in 1,919	\$100.00
3 of 5	1 in 69	\$5.00

*The above Prize structure is for a \$1.00 wager; \$.50 and \$.25 wagers will be reduced proportionately.

2. If the total Prize Liability for the Match 5 of 5 prizes for any single drawing exceeds the Liability Threshold of \$2 million, then winning Match 5 of 5 ticket holders for this drawing shall receive a reduced prize amount based on a pari-mutuel calculation. Prize values shall be calculated as whole dollars, rounded down, such that the value for each winning ticket share is equal.

I. DRAWINGS:

1. Drawings will be held at 1:59 PM Eastern Time and 11:00 PM Eastern Time, or at a time as determined by the Director, seven (7) days a week, unless otherwise announced by the Lottery. Substitute Drawings will be held at the discretion of the Director.
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 is 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 Winning 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 Prize 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 paid 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.
3. 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. A printed 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 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 Lottery 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 printed 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. A Ticket shall be the only proof of a Play. Submission of a Winning Ticket to the Virginia Lottery or its authorized Lottery Retailer shall be the sole method of claiming a Prize or Prizes.
2. All claims must be made within 180 days of the valid Drawing date for which the Play/Ticket was purchased. Any Unclaimed Prize not claimed within the specified period 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 Ticket redemption requirement. Any such Person must claim his/her forfeited Prize by presenting the Winning Ticket no later than 180 days after discharge from active military service. Within thirty (30) days of such presentation, the Director shall verify the claim and direct payment in accordance with the 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. No payment shall be made unless the Claimant presents a valid Winning Ticket as defined in these Rules.
5. A Claimant shall bear all risk of loss or damage incurred by 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 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 in excess of \$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.
9. IMPORTANT: Claimants should consult www.valottery.com for any updates or temporary modifications to claiming procedures made necessary as a result of any Executive Order issued by the Governor of Virginia, including but not limited to, orders addressing public health emergencies.

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 a Player's Account, 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 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. 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 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 "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.

7. 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, whether for interest or otherwise, arising in connection with 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 Cash 5 Ticket purchased from a Self-service Vending Machine **cannot be canceled.**

A Ticket purchased from a Retailer **can** be canceled by the Retailer using the same Terminal on which the Ticket was purchased, provided such cancellation takes place **(a)** on the same day of purchase and **(b)** prior to the Imminent, **and provided the Ticket was not purchased in connection with a Promotion.** Tickets can only be canceled by scanning the Ticket barcode.

1. Canceled Drawings or sales: The Director has the right to cancel Drawings or sales, either or both, of Tickets 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 Lottery 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 Lottery 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:

- a. if a dispute related to any Prize occurred or if it appears that a dispute may occur;
- b. if there is any question regarding the identity of the Claimant; or
- c. 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/Play 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. 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 *Lottery Account 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.

R. 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.