



# Virginia Lottery

## **DIRECTOR'S ORDER NUMBER EIGHTY-SEVEN (2020)**

### **FINAL RULES FOR OPERATION: "ONLINE GAMING"**

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 operation of Virginia Lottery online gaming. 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 also 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This Director's Order becomes effective on July 1, 2020, and shall remain in full force and effect unless amended or rescinded by further Director's Order.

/s/ Amy Dilworth

June 30, 2020

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Amy Dilworth, General Counsel

\_\_\_\_\_  
Date

/s/ Kevin Hall

June 30, 2020

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Kevin Hall, Executive Director

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Date



## VIRGINIA LOTTERY'S "ONLINE GAMING" OFFICIAL RULES FOR OPERATION

### A. GENERAL REQUIREMENTS:

In addition to these specific Rules, all applicable requirements in the following shall apply to online Game purchases:

- Game Rules of the specific Computer-generated Game(s) and/or Instant Game(s) for which the purchase is made;
- Multi-state/jurisdiction or multi-party lottery Game Rules for which the purchase is made;
- Virginia Lottery regulations;
- Virginia Lottery statutes; and the
- Lottery Account Terms and Conditions.

The applicable Game Rules, Virginia Lottery regulations and statutes, and Terms and Conditions are on file at Virginia Lottery headquarters.

### B. DEFINITIONS (for purposes of these Rules):

"Account" means the Virginia Lottery account through which a Player purchases Lottery Games.

"Auto-renew" means the feature which allows the automatic purchase of a Player's previously played set or sets of numbers for a specified number of future Game Drawings.

"Claimant" means a Person with a Prize win from an online purchase.

"Computer-generated Game" means a Virginia Lottery Game that is 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.

"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 status of a Claimant who has presented, either in person, by mail, or via online purchase, a Ticket to the Virginia Lottery and the Virginia Lottery has validated the Ticket as winning a Prize, unless Internal Revenue Service policy provides a different definition, in which case the Internal Revenue Service definition shall prevail.

“Game” means a Computer-generated Game or an Instant Game, as applicable.

“Game Rules” or “Rules” means the official rules that apply to the Game being purchased.

“Instant Game” means a digital Lottery Game with self-contained play area(s), legend(s), symbols, numbers, and/or code(s) that, when played, immediately reveals or informs the Player of the Game outcome.

“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*.

“Person” means an individual and does not include a corporation, company, partnership, association or other entity.

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

“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.

“Prize” or “Prizes” means the winnings as defined in **the applicable Game Rules** (“Prize Structure”).

“Prizewinner” means a Player who is entitled, as a result of successful Claimant verification and successful Ticket validation, to receive a Prize under the rules of a Game.

#### **C. ELIGIBILITY:**

A Person who has validly obtained a Virginia Lottery Account is eligible to purchase Virginia Lottery products via the Lottery website ([www.valottery.com](http://www.valottery.com)) provided that they are physically present within the boundaries of Virginia at the time an Account deposit is made and at the time of Game purchase.

#### **D. GAME PURCHASE AND PLAY:**

1. Eligible Players may purchase Games or Plays, as applicable, from [www.valottery.com](http://www.valottery.com) via their Lottery Account.
2. Price: The price per Play is established by the Game Rules applicable to the specific Game purchased.
3. By purchasing a Game or Play, the Player agrees to comply with and abide by the Lottery statutes, Lottery regulations, these Game Rules, the Game Rules applicable to the Game/Play being purchased, all final decisions of the Director, all procedures established by the Director for the conduct of the Game, and the *Lottery Account Terms and Conditions*.
4. Deposits: The Lottery reserves the right to set or change a minimum required and/or maximum allowed deposit amount at any time and without notice and will post the minimum/maximum Play as applicable to each Game on [www.valottery.com](http://www.valottery.com). The Lottery is not liable for any damages or losses resulting from setting or changing any minimum or maximum deposit amount.

5. With respect to Drawings, the Game rules in effect at the time of the Drawing shall apply to the Drawing regardless of when the purchase was made.
6. The instructions and requirements for playing a particular Game are provided in that Game's official Rules and on [www.valottery.com](http://www.valottery.com).
7. Auto-renewal: For Games containing Drawings, a Player will be offered the option, at the time of purchase, to automatically renew a purchase of a specified number or set of numbers for a specific number of future Drawings. The successful Auto-renewal will be contingent upon payment completion and all other system requirements for a valid wager.

**E. PRIZE CLAIMS:**

1. The Lottery will notify the Prizewinner of a Prize with an annuity option by telephone or other reasonable means, and request that the Prizewinner come to a Lottery office to complete the Prize claim process and complete the applicable documents.
2. All non-annuity Prize winnings will be validated and, upon completed claim, will be credited to the Prizewinner's Account in accordance with the *Lottery Account Terms and Conditions*.
3. A Prize resulting from a purchase or claim by a Person ineligible to play the Game is invalid and will revert to the State Literary Fund.
4. Upon the death of a Player, any winnings will be paid pursuant to the beneficiary designation information on file with the Lottery or, if none, to the Player's estate.

**F. GAME CHANGES:**

1. In the event the Director authorizes a Game design change for any Computer-generated Game, any previously purchased future Plays will be valid, under the following conditions:
  - If the pool(s) of numbers increases, no change will be made to a previously purchased future Play.
  - If the pool(s) of numbers decreases, the account holder will be notified by the Lottery with the options available. Options may include random replacement (Easy Pick or Partial Easy Pick) of numbers that are no longer valid, or refunding the wager cost and voiding the wager for the Account holder.
2. The decision of the Director shall be final in all matters.