



**DIRECTOR'S ORDER ONE HUNDRED TWENTY-FOUR (2020)**

**CERTAIN VIRGINIA LOTTERY PROMOTION; CORRECTION OF PRIZE QUANTITY**

In accordance with the authority granted by §§ 2.2-4002B (15) and 58.1-4006A of the Code of Virginia, I hereby give notice that the following Virginia Lottery promotion:

**Super Bonus Crossword 3<sup>rd</sup> Edition Promotion (16 2020)**

is amended as follows, in order to correct the quantity of \$100 Amazon gift cards,

**from:**

Number of Words Revealed During Interactive Game	Prize	Daily Prize Award	Maximum Number of Winners
3 Words	3 eXTRA Chances Entries	1,268	310,652
4 Words	4 eXTRA Chances Entries	3,147	770,931
5 Words	5 eXTRA Chances Entries	3,776	925,118
6 Words	6 eXTRA Chances Entries	4,405	1,079,207
7 Words	\$25 Amazon Gift Card	22	5,485
8 Words	\$50 Amazon Gift Card	15	3,685
9 Words	\$75 Amazon Gift Card	4	985
10 Words	\$100 Amazon Gift Card	1	125

**to:**

Number of Words Revealed During Interactive Game	Prize	Daily Prize Award	Maximum Number of Winners
3 Words	3 eXTRA Chances Entries	1,268	310,652
4 Words	4 eXTRA Chances Entries	3,147	770,931
5 Words	5 eXTRA Chances Entries	3,776	925,118
6 Words	6 eXTRA Chances Entries	4,405	1,079,207
7 Words	\$25 Amazon Gift Card	22	5,485
8 Words	\$50 Amazon Gift Card	15	3,685
9 Words	\$75 Amazon Gift Card	4	985
10 Words	\$100 Amazon Gift Card	1	<b>127</b>

With the exception of the foregoing changes, all terms, conditions, and requirements of the original order and the original promotion rules continue to apply and remain in full force and effect.

A copy of this order may be requested by email using the Contact Us page on <https://www.valottery.com> and is also available for inspection and copying during normal business hours at the Virginia Lottery headquarters, 600 East Main Street, Richmond, Virginia; and at any Virginia Lottery regional office. A copy may be requested by mail by writing to: FOIA Officer, Virginia Lottery, 600 East Main Street, Richmond, Virginia 23219.

This Director's Order is effective *nunc pro tunc* to March 16, 2020, and shall remain in full force and effect unless amended or rescinded by further Director's Order.

/s/ Amy Dilworth	July 21, 2020
<hr/>	
Amy Dilworth, General Counsel	Date

/s/ Kevin Hall	July 22, 2020
<hr/>	
Kevin Hall, Executive Director	Date



**DIRECTOR'S ORDER NUMBER SIXTEEN (2020)**

**VIRGINIA LOTTERY'S "SUPER BONUS CROSSWORD 3<sup>rd</sup> EDITION PROMOTION" FINAL RULES FOR 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 Virginia Lottery's "Super Bonus Crossword 3<sup>rd</sup> Edition Promotion" ("Promotion") Rules to increase sales and add value to the \$5 *Super Bonus Crossword 3rd Edition Scratch Game* (game #2036). The Promotion opens on March 16, 2020, and will close **either** on November 6, 2020, **or** when all available allocated Prizes have been awarded in this Promotion, whichever occurs first. 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 on March 16, 2020, and shall remain in full force and effect through the end Promotion date unless amended or rescinded by further Director's Order.

/s/ Amy Dilworth

March 12, 2020

\_\_\_\_\_  
Amy Dilworth, General Counsel

\_\_\_\_\_  
Date

/s/ Kevin Hall

March 13 2020

\_\_\_\_\_  
Kevin Hall, Executive Director

\_\_\_\_\_  
Date



**VIRGINIA LOTTERY'S "SUPER BONUS CROSSWORD 3<sup>rd</sup> EDITION PROMOTION"  
OFFICIAL RULES**

**A. PURPOSE:** A Promotion will be conducted to increase sales and add value to the \$5 *Super Bonus Crossword 3<sup>rd</sup> Edition* Scratcher. With this Promotion, Amazon gift cards and Entries into the current eXTRA Chances Promotion will be awarded .

**B. PROMOTION PERIOD:** This Promotion will begin March 16, 2020, and will end **either** on November 6, 2020 **or** when all available allocated Prizes have been awarded in this Promotion, whichever occurs first ("Promotion Period").

**C. DEFINITIONS** (for purposes of this Promotion):

"Cash Prize" means a monetary Prize or a gift card Prize.

"Claimant" means a verified Entrant, Participant, or Player who presents an Entry Form that he/she presumes to be a Winning Entry.

"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 Entries in accordance with the Promotion Rules.

"Entrant", "Participant", or "Player" means a Person who is at least eighteen (18) years of age, who makes a qualifying purchase or otherwise validly enters a Promotion according to one of the approved Entry methods stated in the Promotion Rules in the hope of winning a Prize.

"Entry" means a method, whether electronic or paper-based, by which a Player enters a Drawing or Promotion.

"Entry Period(s)" means the time frame(s) during which Entries for this Promotion will be accepted.

"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 licensed by the Virginia Lottery to sell and dispense Virginia Lottery Tickets, materials and games.

"Non-cash Prize" means an item awarded as a Prize such as a vehicle, trip, concert, etc.)

“Non-winning” or “Non-winning Scratcher” means a Scratcher, purchased at a licensed Virginia Lottery retailer location or directly from the Virginia Lottery, that does not contain a winning Prize combination.

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

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

“Prizewinner” means a verified Person who is entitled, via Entry verification, to receive a Prize under the rules of a Promotion.

“Promotion” means the “added value” offer to consumers or licensed retailers named in the title at the top of Page 1 of these Rules.

“Promotion Rules” or “Rules” means these rules.

“Scratcher” or “Ticket” means a ticket with a coating over the Play Areas that, when scratched off, reveals instant game play results.

“Scratch Game” means a game, played via Scratcher, that contains the appropriate Play Areas, Legend(s), Barcodes and other codes that, when played, reveals or informs a Player immediately whether he or she has won a Prize as specified in the Game Rules.

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

“Web Code” means a series of numbers and letters that, when submitted according to any of the applicable Entry methods described herein, and when used in conjunction with all other required entry data, enters a Player into a Promotion.

“Winning Entry” means an eligible Promotion Entry, drawn during the established Drawing(s), that has passed all Lottery validation and security requirements and processes.

#### **D. ELIGIBILITY:**

1. This Promotion is open to Players eighteen (18) years of age or older. A Player will be required to provide proof of his/her date of birth.
2. 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 participate in this Promotion. The Lottery will not award a Prize on an Entry submitted by, for, or gifted to or transferred to anyone under eighteen (18) years of age, or to the transferee of such Person.

**E. PROMOTION PARTICIPATION:** For a chance to win a Prize\* in this Promotion, a Player must:

- Scratch the BONUS Code area of a Non-Winning \$5 *Super Bonus Crossword 3<sup>rd</sup> Edition* Scratcher to obtain the Web Code,
- Enter **both** the Web Code, **and** the Promotion Entry number (found on the same Scratcher) via an established Participation method, and
- Play an interactive online game.

\*This Promotion's interactive games can be played for amusement (i.e. no Non-Winning *Super Bonus Crossword 3<sup>rd</sup> Edition* Scratcher is required) as well as for a chance to win a Prize. Select "Play for Fun" or "Play for Prizes", as applicable.

Participation Methods for this Promotion are the Internet and a free downloadable mobile application "Crossword by Virginia Lottery".

1. Only Non-winning \$5 *Super Bonus Crossword 3<sup>rd</sup> Edition* Scratchers (game #2036) can be used for this Promotion.
2. Each applicable Scratcher used for this Promotion must have been issued by the Lottery in an authorized manner during the Participation period referenced in **Section B**, must be intact and must not be mutilated, altered, reconstituted or tampered with in any manner.
3. A Player may participate in this Promotion to win a Prize more than once as long as each interactive experience is based upon a different eligible Non-winning \$5 *Super Bonus Crossword 3<sup>rd</sup> Edition* Scratcher, and the total number of interactive experiences does not exceed the twenty-five (25) daily maximum.
4. A Player may use a maximum of twenty-five (25) Non-winning \$5 *Super Bonus Crossword 3<sup>rd</sup> Edition* Scratchers per day over the course of the Promotion to have an interactive game experience with an opportunity to win a Prize. This requirement does not limit a Player from entering other eligible Non-winning Scratchers into other Lottery Promotions being offered simultaneously.
5. Only Web numbers and Promotion Entry numbers found on a Non-winning \$5 *Super Bonus Cashword 3<sup>rd</sup> Edition* Scratcher may be used in the manner described in **Section F** ("Mobile Application Entries") or **Section G** ("Internet Entries").

**F. "CROSSWORD BY VIRGINIA LOTTERY" ENTRIES**

1. To participate using "Crossword by Virginia Lottery", a Player will need to visit their mobile service provider's application store to download the free application. The application can be found by searching "Crossword by Virginia Lottery".
2. Upon opening the application, a Player must successfully complete registration or login.
3. As part of the Lottery's registration process for this Promotion, third-party identity authentication will confirm that the Player is eighteen (18) years of age or older. If a Player's identity cannot be confirmed, additional steps for manual confirmation of identity will be provided.

Players must correctly enter **BOTH** the Promotion Entry number, found on the back of each eligible Scratcher, and the Web Code, found on the front of each eligible Scratcher.

## G. INTERNET ENTRIES:

1. To participate via the Internet, a Player must go to the Lottery's web site at [www.valottery.com/sbc](http://www.valottery.com/sbc) and successfully complete registration or login.
2. As part of the Lottery's registration process for this Promotion, third-party identity authentication will confirm that the Player is eighteen (18) years of age or older. If a Player's identity cannot be confirmed, additional steps for manual confirmation of identity will be provided.
3. Players must correctly enter **BOTH** the Promotion Entry number, found on the back of each eligible Scratcher, and the BONUS Code, found on the front of each eligible Scratcher.

## H. PRIZE DESCRIPTION: The following Prize(s) will be awarded as part of this Promotion:

Number of Words Revealed During Interactive Game	Prize	Daily Prize Award	Maximum Number of Winners
3 Words	3 eXTRA Chances Entries	1,268	310,652
4 Words	4 eXTRA Chances Entries	3,147	770,931
5 Words	5 eXTRA Chances Entries	3,776	925,118
6 Words	6 eXTRA Chances Entries	4,405	1,079,207
7 Words	\$25 Amazon Gift Card	22	5,485
8 Words	\$50 Amazon Gift Card	15	3,685
9 Words	\$75 Amazon Gift Card	4	985
10 Words	\$100 Amazon Gift Card	1	125

## I. PRIZEWINNER PROCEDURES:

Promotion Prizes will be awarded to mobile and Internet Participants via random selection over the course of the applicable Promotion Period. A Participant will be advised immediately upon completion of their interactive game experience if he/she is a Prizewinner. Prizewinners will immediately be informed of the Prize they have won and, at that time, will also be provided instructions for claiming his/her Prize.

Prizewinners will be notified instantly and via e-mail and will have thirty (30) days to claim their Prizes. Prizewinners will be required to provide *Winner Claim Form* information electronically at the time they are informed of an Instant-Win Prize win. Refer to **Section H** (Prize Description). Prizewinners who win a Prize but do not complete the Claim Process within thirty (30) days of winning their prize will forfeit their Prize.

## J. PRIZE AWARD/PAYMENT

1. Lottery Prizes awarded during this Promotion are not transferable or assignable. The eXTRA Chances entries are not redeemable for cash.
2. Amazon Gift Card Prizes will be mailed to the address associated with your My Game Room account. Please allow 15 business days for card delivery.
3. Entry Prizes into an eXTRA Chances Weekly Prize Drawing will be automatically awarded and included in that promotion's next available drawing.

4. 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.
5. 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 Promotion 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.

**K. CANCELLATION POLICY:**

Canceled Drawing(s) or Prize award(s): The Director may, in the Director's sole discretion, cancel Drawings and/or the awarding of Prizes, on holidays, days of special importance or on days when conditions make conducting the Drawings or awarding Prizes impractical or inappropriate, and may elect to conduct Drawings and/or make-up Drawings and/or the awarding of Prizes at such times and dates, and pursuant to such methods, as the Director may determine, all with the Director's sole discretion. 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.

Termination of Promotion: The Director may, at any time, announce a suspension or termination of this Promotion, without advance notice and in the Director's sole discretion, at which point no further Entries will be accepted 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.

**L. DISPUTES:** The Director may refrain from awarding/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 Entry submitted.

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 Prizewinner pending award/payment of the Prize. 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.

**M. GOVERNING LAW:** By participating in this Promotion, each person agrees to comply with and abide by the Lottery statutes, Lottery regulations, all final decisions of the Director of the Lottery, and these, and any other applicable, Rules established by the Lottery Board and/or Director of the Lottery for the conduct of this Promotion. Any dispute arising that relates to any aspect of this Promotion 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.



- N. WAIVER OF CLAIMS:** By entering this Promotion, each Prizewinner agrees to indemnify, hold harmless, and waive any claims against the Lottery and any of the affiliates, employees, directors, officers, agents, representatives and assigns of any of said entities, arising, directly or indirectly, out of, or in any way connected with, this Promotion or the Prizes awarded in connection therewith.
- O. AMERICANS WITH DISABILITIES (“ADA”):** The Lottery is not responsible for any third party's compliance with ADA Rules and Regulations where applicable in connection with a Prize.