



DIRECTOR'S ORDER NUMBER ONE HUNDRED FIFTY-ONE (2019)

VIRGINIA'S COMPUTER-GENERATED LOTTERY GAME "PICK 3" 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 "Pick 3". 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all prior Virginia Lottery "Pick 3" Game Rules and Orders, and shall remain in full force and effect unless amended or rescinded by further Director's Order.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

Amy Dilworth, General Counsel

Date

/s/ Kevin Hall

July 1, 2019

Kevin Hall, Executive Director

Date



VIRGINIA'S COMPUTER-GENERATED LOTTERY GAME
"PICK 3"
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. The *Mobile Application Terms and Conditions* will also apply when purchases are made via the MobilePlay feature of the Mobile Application.
2. Game Rules, Virginia Lottery regulations, and Virginia Lottery statutes are on file at Virginia Lottery headquarters.

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

"50/50" means a type of Play that combines a \$.50 Exact Order Play and a \$.50 Any Order Play for a \$1.00 Play on the same Pick 3 number. Specifically, half of the wager is placed on the number to come up in the exact order that the number was played and half of the wager is placed on the number to come up in any other order.

"50/50 (3-Way)" means a type of 50/50 Play in which a Player places a wager on a Pick 3 number where two (2) of the three (3) digits are identical. (Example: 112)

"50/50 (6-Way)" means a type of 50/50 Play in which a player places a wager on a Pick 3 number where all three (3) digits are different from each other (Example: 123).

"Any Order" means a type of Play in which a Player places a wager on a Pick 3 number to come up in any combination. A Player wins a Prize with this Play type if the Pick 3 number drawn is any combination of the Pick 3 number that was played. The Prize depends on the amount wagered and on the number(s) played.

"Any Order (3-Way)" means a type of Any Order Play in which a Player places a wager on a Pick 3 number where two (2) of the three (3) digits are identical (Example: 112).

"Any Order (6-Way)" means a type of Any Order Play in which a Player places a wager on a Pick 3 number where all three (3) digits are different from each other (Example: 123).

"Boost" is an optional Play that can be added to any Pick 3 Ticket. Boost follows all Pick 3 game rules relative to drawings, cancellations, Future Play and Multi-draw. Boost adds five (5) randomly selected Easy Pick Exact Order Pick 3 numbers to a regular Pick 3 Ticket.

Boost can be added to Exact order, Any Order, 50/50, Combo and Pair wagers. Boost can be added to day Drawings, night Drawings, or both. Boost cannot be played separately; it is always played as an addition to Pick 3.

"Claimant" means any Person who presents a Ticket that he/she presumes to win a Prize.

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“Combo” means a type of Play in which a Player places a wager on all combinations of a Pick 3 number.

“Combo (3-Way)” means a type of Combo Play in which a Player places a wager on all three (3) possible combinations of a Pick 3 number where two (2) of the three (3) digits are identical (Example: 112, 121, 211).

“Combo (6-Way)” means a type of Combo Play in which a Player places a wager on all six (6) possible combinations of a Pick 3 number where all three (3) of the digits are different (Example: 123, 132, 213, 231, 312, 321).

“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 has purchased a Winning Play via MobilePlay, 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.

“Exact Order” means a type of Play in which a Player places a wager on a Pick 3 number to come up exactly as it appears on the Ticket. A Player wins a Prize with this Play type if the Pick 3 number drawn is exactly the same as the Pick 3 number that was played.

“Fixed Prizes” means a set amount awarded in the Pick 3 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.

“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.

"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 for up to ninety-one (91) consecutive Drawings on one (1) ticket, starting with the next scheduled Drawing. Multi-Draw Tickets will be issued for either all day Drawings **or** all night Drawings. A Player who wishes to purchase Multi-Draw for both day **and** night Drawings must select "BOTH" on the Playslip. The cost of a Multi-Draw Ticket depends on the number of Draws and Plays the Player selects.

"Number of Draws" means the number of Drawings for which a Multi-Draw and/or Future Play Ticket is valid.

"Pairs" means a type of Play in which a Player wagers on only two (2) of the three (3) digits of a Pick 3 number.

"Back Pair" means a type of Play in which a Player wagers on the **last** two (2) digits of a Pick 3 number. The Player wins if the last two (2) digits of the Pick 3 number drawn match EXACTLY the last two (2) Pick 3 digits on which the wager was placed. An X appears on a Pick 3 Pairs Ticket to denote the non-wagered digit (Example: X23).

"Front Pair" means a type of Play in which a Player wagers on the **first** two (2) digits of a Pick 3 number. The Player wins if the first two (2) digits of the Pick 3 number drawn match EXACTLY the first two (2) Pick 3 digits on which the wager was placed. An X appears on a Pick 3 Pairs Ticket to denote the non-wagered digit (Example: 12X).

"Split Pair" means a type of Play in which a Player wagers on just the **first** and **last** digits of a Pick 3 number. The Player wins if the first and last digits of the Pick 3 number drawn match EXACTLY the first and last digits of the Pick 3 number on which the wager was placed. An X appears on a Pick 3 Pairs Ticket to denote the non-wagered digit (Example: 1X3).

"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 or be applied to a corporation, company, partnership, association, or other entity.

"Pick 3 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.

"Pick 3 Ticket" or "Ticket" means a Ticket produced by, or a MobilePlay Play registered in, the Virginia Lottery's gaming system and sold by the Virginia Lottery for this Game.

"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 Pick 3 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 in MobilePlay. A Pick 3 Ticket without Boost has only one (1) Play per Ticket. A Pick 3 Ticket with Boost has two (2) plays per Ticket (the Pick 3 number and the Boost number).

"Play Type" means a specific feature of a Play: Exact Order, Any Order, 50/50, Combo, Front Pair, Split Pair, Back Pair and Boost.

"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 any cash Prize for a winning Pick 3 Ticket that has not been presented for payment within 180 days of the Ticket's valid Drawing date.

"Winning Number(s)" means the three (3)-digit Pick 3 number, randomly selected at each Drawing that will be used to determine the Winning Play(s).

"Winning Play" means the Play numbers 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 M** ("Ticket Validation Requirements").

C. GAME DESCRIPTION: Pick 3 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, the Lottery Mobile Application featuring Mobileplay or via any means made available by the Virginia Lottery.
2. Price: Except as otherwise noted herein or as otherwise announced by the Lottery, one (1) Pick 3 Play costs either fifty cents (\$.50) or one dollar (\$1.00).
3. By purchasing a Play or Ticket, the Player agrees to comply with and abide by the Lottery statutes, Lottery regulations, all final decisions of the Director, 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 Game Play printed on a Ticket (to include the cost, the numbers selected, and the date(s) of Play(s)).

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.

5. Player responsibility: A Player assumes responsibility for any activities in his/her Account when using MobilePlay to purchase Plays.
6. Lottery Responsibility: The Lottery is responsible for reasonable safeguards of MobilePlay data.

F. HOW TO PLAY:

1. A Player must select three (3) numbers, each selected from a field of zero (0) through nine (9), that will together form a unique three (3)-digit Pick 3 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 Pick 3 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 Pick 3 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.
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.

G. TICKET:

1. Ticket data: A Pick 3 Ticket consists of one (1) game board containing either:
 - one (1) unique three (3)-digit number, or
 - one (1) two (2)-digit number and an X (denoting the non-wagered digit) in a specified order **or**, if a Boost Ticket,
 - a set of five (5) three (3)-digit numbers.

The front of the Ticket must show the logo for Pick 3, 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. If the Ticket is a Boost Ticket, the word "BOOST" 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.

2. Sample Ticket:



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H. PRIZE STRUCTURE:

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

Play Type	Example	Odds	Prize Amount
Exact Order Play	123	1 in 1,000	\$500.00
Any Order Plays			
3-Way	112, 121, 211	1 in 333.3	\$160.00
6-Way	123, 132, 213, 231, 312, 321	1 in 166.7	\$80.00
50/50 Plays:			
50/50 3-Way			
Any Order Prize	122, 221	1 in 500	\$80.00
Exact Order Prize	112	1 in 1,000	\$330.00
50/50 6-Way			
Any Order Prize	132, 213, 231, 312, 321	1 in 200	\$40.00
Exact Order Prize	123	1 in 1,000	\$290.00
Combo Plays			
(Cost is \$3.00) 3-Way	112, 121, 211	1 in 333	\$500.00
(Cost is \$6.00) 6-Way	123, 132, 213, 231, 312, 321	1 in 166.7	\$500.00
Pair Plays			
Front Pair	12X	1 in 100	\$50.00
Split Pair	1X3	1 in 100	\$50.00
Back Pair	X23	1 in 100	\$50.00
Boost			\$100.00

***All Prizes based on a \$1.00 Play unless otherwise indicated.**

I. DRAWINGS:

1. Drawings will be held at 1:59 PM Eastern Time and at 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 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 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 the 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 Ticket with identical data shall be or have been paid.

7. The display printing on the Ticket must be regular in every respect, must 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 transactions, Ticket shall be the only proof of a Play. Submission of a Winning Ticket to the 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 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 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 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 possesses a valid Winning Ticket.
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 Customer Service Center or Prize Zone.
 - complete and sign the back of the Ticket and mail it to 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 the Ticket to any Lottery Customer Service Center or Prize Zone.

- complete and sign the back of the Ticket and mail:
 - the Ticket;
 - A copy of his or her government-issued photo identification; and
 - A copy of a document verifying his or her taxpayer identification number (e.g. Social Security number)

to Virginia Lottery, P. O. Box 1254, Richmond, Virginia 23218-1254.

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.

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 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 Lottery, or to the estate of a deceased Prizewinner who has not completed such a form.
 - 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 photos 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 or compensation to the Prizewinner.

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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 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 Pick 3 Ticket purchased from a Self-Service Vending Machine or Play made via MobilePlay **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 Board shall have any liability whatsoever for any such re-schedule/cancellation.
2. The Lottery may discontinue selling any specific set of numbers under a sellout provision if the potential prize liability for any particular number combination exceeds an amount determined by the Lottery for the Game.
3. 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 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 *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.

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.