



**DIRECTOR'S ORDER FIFTY-FOUR (2023)**

**VIRGINIA LOTTERY'S COMPUTER-GENERATED LOTTERY GAME "PICK 5" FINAL RULES FOR GAME OPERATION**

The final rules for game operation in Virginia Lottery's Computer-generated Lottery Game "**Pick 5**" are promulgated in accordance with §§ 2.2-4002B(15) and 58.1-4006A of the *Code of Virginia*. 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 sending an email to [PublicRecords@Valottery.com](mailto:PublicRecords@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 of these game rules may also be requested by mail by writing to: FOIA Officer, Virginia Lottery, 600 East Main Street, Richmond, Virginia 23219.

This Director's Order becomes effective on June 5th, 2023 and shall remain in full force and effect unless amended or rescinded by further Director's Order.

\_\_\_\_\_  
/s/Quan Kirk  
Quan Kirk, Deputy General Counsel

\_\_\_\_\_  
04/17/2023  
Date



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

**A. GENERAL REQUIREMENTS:**

1. In addition to these specific Game Rules, all requirements in the language on the back of the Ticket, and the applicable requirements in the Virginia Lottery laws and regulations apply to the operation of this Game. The Virginia Lottery *Online Gaming Rules* and *Lottery Account Terms and Conditions* will also apply when purchases are made online at [www.valottery.com](http://www.valottery.com) or via the official Virginia Lottery Mobile Application.
2. Game Rules, Virginia Lottery laws and regulations, and terms and conditions 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 5** 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 the wager is placed on the number to come up in any other order.

"50/50 (5-Way)" means a 50/50 Play in which the Player places a wager on a **Pick 5** number where four (4) of the five (5) digits are identical (Example: 11112).

"50/50 (10-Way)" means a 50/50 Play in which the Player places a wager on a **Pick 5** number that contains one (1) trio of the same digit plus a pair of another digit (Example: 11122).

"50/50 (20-Way)" means a 50/50 Play in which the Player places a wager on a **Pick 5** number that contains one (1) trio of the same digit plus two (2) other unique digits (Example: 11123).

"50/50 (30-Way)" means a 50/50 Play in which the Player places a wager on a **Pick 5** number that contains two (2) pairs of the same digit plus one (1) unique digit (Example: 11223).

"50/50 (60-Way)" means a 50/50 Play in which the Player places a wager on a **Pick 5** number that contains one (1) pair of the same digit plus three (3) unique digits (Example: 11234).

"50/50 (120-Way)" means a 50/50 Play in which the Player places a wager on a **Pick 5** number that contains five (5) unique digits (Example: 12345).

"Account" means the Virginia Lottery account through which a Player's age and identity verification takes place.

“Any Order” means a type of Play in which a Player places a wager on a **Pick 5** number to come up in any combination. A Player wins a Prize with this Play type if the **Pick 5** number drawn is any combination of the **Pick 5** number that was played. The Prize depends on the amount wagered and on the number(s) played.

“Any Order (5-Way)” means a type of Any Order Play in which the Player places a wager on a **Pick 5** number where four (4) of the five (5) digits are identical (Example: 11112).

“Any Order (10-Way)” means a type of Any Order Play in which the Player places a wager on a **Pick 5** number that contains one (1) trio of the same digit plus a pair of another digit (Example: 11122).

“Any Order (20-Way)” means a type of Any Order Play in which the Player places a wager on a **Pick 5** number that contains one (1) trio of the same digit plus two (2) other unique digits (Example: 11123).

“Any Order (30-Way)” means a type of Any Order Play in which the Player places a wager on a **Pick 5** number that contains two (2) pairs of the same digit plus one (1) unique digit (Example: 11223).

“Any Order (60-Way)” means a type of Any Order Play in which the Player places a wager on a **Pick 5** number that contains one (1) pair of the same digit plus three (3) unique digits (Example: 11234).

“Any Order (120-Way)” means a type of Any Order Play in which the Player places a wager on a **Pick 5** number that contains five (5) unique digits (Example: 12345).

“Claimant” means a Person who presents a Ticket/online Play that he/she presumes to be a Winning Ticket/online Play or a Player with a validated Prize win from a purchased Game.

“Computer-generated Game” means a Virginia Lottery Game 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 the Player to have the gaming system randomly select his/her numbers for an individual Play. The designation “EP” is printed on a retail Ticket to denote an Easy Pick Play.

“Entitled to the Prize” means the status of a Claimant whose Ticket or online Winning Play has been validated by the Virginia Lottery, 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 5** number to come up exactly as it appears on the Ticket. A Player wins a Prize with this Play type if the **Pick 5** number drawn is exactly the same as the **Pick 5** number that was played.

“FIREBALL” means the optional add-on purchase to any **Pick 5** Ticket/online Play where an additional sixth (6<sup>th</sup>) number (the “FIREBALL”) is drawn after the five (5) base **Pick 5** Game numbers are drawn. Players can use the FIREBALL number to replace one (1) of the base numbers to create one (1) or more additional number combinations. FIREBALL results and winnings are in addition to and separate from the **Pick 5** Game Play. FIREBALL cannot be played independently of the **Pick 5** Game. Refer to the Prize structure for FIREBALL Prize amounts and odds.

“Fixed Prizes” means a set amount awarded in a game.

“Future Play” means a Game feature that allows a Player to select numbers for any one (1) future Drawing scheduled after the next most immediate Drawing, up to ninety (90) days out from the current date. A Future Play can be for one (1) Drawing only. Future Play is not available with **Pick 5** online play.

“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 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 such 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 products.

“Mobile Application” or “Mobile App” means a software application developed specifically for use on small, wireless computing devices, such as smartphones and tablets, rather than desktop or laptop computers.

“Multi-Draw Purchase” 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 or choose “BOTH” on the Player’s wager screen. The cost of a Multi-Draw Ticket/online Play depends on the number of Draws and Plays the Player selects.

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

“Partial Easy Pick” means a Game feature that allows a Player to have the gaming system randomly select a portion of his/her numbers for an individual Play. The designation “EP” is printed on a retail 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 or when referring to a Lottery retailer, the term as defined in § 58.1-4009 of the Code of Virginia.

“**Pick 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.

“**Pick 5** Ticket” or “Ticket” means a valid Ticket produced by the Virginia Lottery’s gaming system and sold by the Virginia Lottery.

“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 displayed/printed.

“Player” means a Person, who is at least eighteen (18) years of age, who purchases or otherwise validly obtains a Play/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 or an electronic Playslip created in the official Virginia Lottery Mobile App 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, or on the Mobile App. A **Pick 5** Ticket contains only one (1) Play per Ticket.

"Play Type" means a specific feature of a **Pick 5** Play: Exact Order, Any Order, or 50/50.

"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.

"Purchase" means the total number of Plays, regardless of wager amount, contained in a single transaction.

"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 retail clerk or a Virginia Lottery employee at a Virginia Lottery office or other approved location.

"System Day" means the time at which a particular day begins in the Lottery's gaming system (4:30 AM Eastern Time) to the time the same day ends in the Lottery's gaming system (1:00 AM Eastern Time the following calendar day).

"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 5** Ticket/online Play that has not been presented for payment within 180 days of the Drawing date for which the Ticket/online Play was purchased.

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

"Winning Play" means the numbers making up a single Game Play that match the Winning Numbers.

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

"Winning Ticket/Online Play Validation" means the process used to validate a Winning Ticket/online Play following the purchase of a Winning Play as shown on the **Pick 5** Ticket/online play. Refer to **Section L** ("Ticket/Online Play Validation Requirements").

**C. GAME DESCRIPTION: Pick 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 Games/Products: Persons under the age of eighteen (18) are not permitted to purchase or redeem Lottery Games/products. No Lottery Game/products shall be given as a gift or otherwise to any Person under the age of eighteen (18) years. The transferee of any Lottery Game/product from a Person ineligible to purchase a Lottery Game/product is ineligible to receive any Prize thereof.
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 Lottery Games/products. The Lottery will not pay a Prize on a Lottery Game/product purchased/acquired by, for, or gifted to or transferred to anyone referenced in this **Section D**, 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, online at [www.valottery.com](http://www.valottery.com), via the Mobile App, 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 5** Play costs either a minimum of fifty cents (\$.50) or one dollar (\$1.00). The FIREBALL feature doubles the **Pick 5** Game wager per Play.
3. By purchasing a Play or Ticket, the Player agrees to comply with and abide by the Lottery laws and Regulations, these Game Rules, all final decisions of the Director, and all procedures established by the Director for the conduct of the Game, the *Online Gaming Rules and Lottery Account 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 is the sole responsibility of a Player to verify the accuracy of each Game Play printed on the Ticket or the wager information displayed on the wager screen for online play or via Mobile App (to include but not limited to, the cost, the numbers selected, play type(s), 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 making Game purchases online or via Mobile App.
7. Lottery Responsibility: The Lottery is responsible for reasonable safeguards of a Player's Account data.

**F. HOW TO PLAY:**

1. A Player must select five (5) numbers, each from a field of zero (0) through nine (9) that together will form a unique five (5)-digit **Pick 5** number. A Player may add FIREBALL (also selected from a field of zero (0) through nine (9)) to use in conjunction with the **Pick 5** base numbers.
2. Players must match the numbers selected in their **Pick 5** Play(s) to those drawn by the Lottery on

the designated Drawing date at the designated Drawing time, in accordance with the game rules, in order to be eligible to win a **Pick 5** Prize. A Player using the FIREBALL number must use it to replace one (1) of the digits of his/her **Pick 5** base number in order to match the drawn **Pick 5** number in order to win a FIREBALL Prize.

3. Use of Playslips may be required: Lottery Retailers may require the use of **Pick 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 **Pick 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, unless generated through the official Virginia Lottery Mobile App.
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. RETAIL TICKET**


1. Ticket Data: A **Pick 5** Ticket consists of one (1) game board containing one unique five (5)-digit number.

The front of the Ticket must show the logo for **Pick 5** with FIREBALL, 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 FIREBALL was purchased, the Ticket must include the words "FIREBALL - YES".

The back of the Ticket must contain a sequential Ticket stock number and general lottery game information and requirements.

2. Sample Ticket:

lottery • virginia lottery • valottery.com • virginia



**PICK 5**  
with **FIREBALL**

1 DRAW JUN 25 2023


\$2.00  
NIGHT  
EP


A **76176 Exact**  
FIREBALL YES

100627  
10062700

JUN 25 2023  
3545-052197121-144470

14:37:34  
046692




VIRGINIA LOTTERY Helping Virginia's Public Schools valottery.com

File a claim for ANY PRIZE at any Lottery Customer Service Center or prize zone or complete the information below, make a copy for your records, and mail the ticket to: VA LOTTERY, P.O. Box 1254, Richmond, VA 23218-1254 (preferably by insured, registered or certified mail, return receipt requested). The Lottery is not responsible for lost or misdirected mail. A claim form is required for prizes over \$600, along with a valid government-issued photo identification and proof of resident Social Security/Tax ID Number. Visit valottery.com for further claiming instructions.


NAME (Print) \_\_\_\_\_


ADDRESS \_\_\_\_\_


CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_


SIGNATURE \_\_\_\_\_ PHONE \_\_\_\_\_


This ticket is valid only for the drawing date(s) shown for draw games. Prizes must be claimed within 180 days of the draw date for a draw game or purchase date for an instant win game, on the Ticket. Ticket purchasers and winners must be at least 18 years old. Gifts of tickets to minors are prohibited. Players and all lottery transactions and winners are subject to Lottery rules, and regulations, and state laws. Tickets are void if stolen, misprinted, mutilated, incomplete or canceled, or do not meet the Lottery Validation requirements. Liability for void tickets, if any, is limited to replacement of the ticket. This lottery ticket is a bearer instrument until signed. Knowingly presenting or transferring for payment an altered, forged or counterfeit ticket is a felony. Holders of a Winning Ticket are prohibited 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.

If you or anyone you know has a gambling problem, please call 1-888-532-3500.



No highlighters


Avoid direct sunlight


Keep dry


Avoid heat

RMF 06/22



**H. PRIZE STRUCTURE:**

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

Play Type	Example	Odds	Prize Amount	FIREBALL ODDS	FIREBALL Prize Amount
Exact Order Play	12345	1 in 100,000	\$50,000	1 in 21,739	\$12,000
Any Order Plays					
5-Way	11112	1 in 20,000	\$10,000	1 in 4,525	\$2,400
10-Way	11122	1 in 10,000	\$5,000	1 in 2,299	\$1,200
20-Way	11123	1 in 5,000	\$2,500	1 in 1,176	\$600
30-Way	11223	1 in 3,333	\$1,650	1 in 793.7	\$400
60-Way	11234	1 in 1,667	\$800	1 in 406.5	\$200
120-Way	12345	1 in 833.3	\$400	1 in 208.3	\$100
50/50 Plays:					
50/50 5-Way					
Any Order Prize	11112	1 in 25,000	\$5,000	1 in 4,525	\$1,200
Exact Order Prize		1 in 100,000	\$30,000	1 in 21,277	\$7,200
50/50 10-Way					
Any Order Prize	11122	1 in 11,111	\$2,500	1 in 2,299	\$600
Exact Order Prize		1 in 100,000	\$27,500	1 in 21,277	\$6,600
50/50 20-Way					
Any Order Prize	11123	1 in 5,263	\$1,250	1 in 1,176	\$300
Exact Order Prize		1 in 100,000	\$26,250	1 in 20,833	\$6,300
50/50 30-Way					
Any Order Prize	11223	1 in 3,448	\$825	1 in 793.7	\$200
Exact Order Prize		1 in 100,000	\$25,825	1 in 20,833	\$6,200
50/50 60-Way					
Any Order Prize	11234	1 in 1,695	\$400	1 in 406.5	\$100
Exact Order Prize		1 in 100,000	\$25,400	1 in 20,408	\$6,100
50/50 120-Way					
Any Order Prize	12345	1 in 840.3	\$200	1 in 208.3	\$50
Exact Order Prize		1 in 100,000	\$25,200	1 in 20,000	\$6,050

**\*All Prizes based on a \$1.00 Play unless otherwise indicated. \$0.50 Play wins one-half (1/2) of the prize shown. FIREBALL odds of winning vary by the unique numbers played. The Exact Order Prize includes the payout from Any Order Prize.**

**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. All Drawing results will be available on the Virginia Lottery's official website, [www.valottery.com](http://www.valottery.com) or through the official Virginia Lottery Mobile App. 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 for Winning Numbers that are incorrectly announced or scrolled. The Lottery shall not be liable for any information pertaining to Virginia Lottery games, including drawing numbers and prizes, that are shown on other websites and/or mobile applications.

**J. RETAIL TICKET OWNERSHIP:**

1. A printed 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](#) and a [Player Affidavit of Multiple Ownership](#) to receive payment. Certain restrictions may apply to the minimum amount on the 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; and/or
  - 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.
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/ONLINE PLAY VALIDATION REQUIREMENTS:**

1. To be a valid Ticket/online Play, all requirements unique to a particular Game and all requirements set out in regulation and law must be met.
2. The Ticket/online Play 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/online Play data must have been recorded in the Lottery's central computer system prior to cashing/claiming a Prize.
4. The information appearing on the Ticket/online Play must correspond precisely with the Lottery's computer records.

5. The serial number on a retail Ticket 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 retail 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 Lottery Director.
8. The Ticket/online Play must be validated in accordance with the provisions of the Lottery regulations relating to procedures for claiming Prizes and for 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/online Play fails to pass all the validation requirements set forth in these Game Rules or in the Lottery's Regulations, the Ticket/online Play shall be void and ineligible for any Prize and shall not be paid.

**M. PRIZE CLAIMS:**

1. With the exception of online gaming transactions, a retail 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 unless purchased online or through the Mobile App. Prize claims for online/Mobile App purchases shall be handled in accordance with the Online Gaming Rules and the Lottery Account Terms and Conditions.
2. All claims must be made within 180 days of the valid Drawing date for which the Ticket/Play 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, or proof of account activity for online play, 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 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 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, regardless of delivery confirmation status.
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 the Ticket at any Lottery Customer Service Center or Prize Zone; or
  - complete and sign the back of the Ticket, and mail 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/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 at any Lottery Customer Service Center or Prize Zone;
  - 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/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](http://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. 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 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®, Instagram®, or similar efforts, without additional consent or compensation to the Prizewinner.

**O. CANCELLATION POLICY:**

Once printed or purchased online, a **Pick 5** Ticket purchased from a Self-Service Vending Machine or an online/Mobile App **Pick 5** Play **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 retail Ticket was not purchased in connection with a Promotion**. Retail 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 Games 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. 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/Plays 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:

- 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 Lottery Director may, solely at the Director's option, refund the purchase price of a Ticket/online Play or replace an invalid, defective or otherwise erroneous Ticket/online Play with a Ticket/online Play of equivalent sale price from any current Lottery game. Replacement of the Ticket/online Play 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 laws, 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 third party's compliance with ADA Rules and Regulations where applicable in connection with a Prize.