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DIRECTOR'S ORDER NUMBER ONE HUNDRED FORTY-THREE (14)

VIRGINIA'S COMPUTER-GENERATED GAME "PICK 4" 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 revised final rules for game operation in Virginia's Computer-Generated Lottery Game "Pick 4." 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, 900 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 Department, 900 East Main Street, Richmond, Virginia 23219.

This Director's Order becomes effective on the date of its signing and shall remain in full force and effect unless amended or rescinded by further Director's Order. Upon the effective date, these rules shall supersede and replace any and all prior Virginia Lottery "Pick 4" game rules.

March 14, 2014

Amy K. Dilworth, General Counsel — Date

March 25, 2014

Paula I. Otto, Executive Director — Date

**VIRGINIA'S COMPUTER-GENERATED LOTTERY GAME**
**"PICK 4"**
**FINAL RULES FOR GAME OPERATION**
**Revised March 25, 2014**

## A. GENERAL REQUIREMENTS:

1. In addition to these specific Game Rules, all requirements in the Virginia Lottery Online Game regulations, Subscription Game Rules, and Virginia Lottery statutes apply to the operation of this Game.

2. Game Rules, Virginia Lottery regulations and Virginia Lottery statutes are on file at Virginia Lottery headquarters.

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

1. "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 4 number. Specifically, half of the wager is placed on the number to come up in the exact order and half the wager is placed on the number to come up in any other order.

   a. "50/50 4-Way" means a 50/50 Play in which the Player places a wager on a Pick 4 number where three (3) of the four (4) digits are the same (Example: 1112).

   b. "50/50 6-Way" means a 50/50 Play in which the Player places a wager on a Pick 4 number that contains two (2) pairs of two (2) unique digits (Example: 1122).

   c. "50/50 12-Way" means a 50/50 Play in which the Player places a wager on a Pick 4 number that contains two (2) identical digits and two (2) other unique digits (Example: 1123).

   d. "50/50 24-Way" means a 50/50 Play in which the Player places a wager on a Pick 4 number that contains four (4) unique digits (Example: 1234).

2. "Any Order" Play means a type of Play in which a Player places a wager on a Pick 4 number to come up in any combination. A Player wins a Prize with this Play type if the Pick 4 number drawn is any combination of the Pick 4 number that was played. The Prize depends on the amount wagered and on the number(s) played.

   a. "Any Order 4-Way" means an Any Order Play in which the Player places a wager on a Pick 4 number where three (3) of the four (4) digits are identical (Example: 1112).

   b. "Any Order 6-Way" means an Any Order Play in which the Player places a wager on a Pick 4 number that contains two (2) pairs of two (2) unique digits (Example: 1122).

   c. "Any Order 12-Way" means an Any Order Play in which the Player places a wager on a Pick 4 number that contains two (2) identical digits and two (2) other unique digits (Example: 1123).

d. "Any Order 24-Way" means an Any Order Play in which the Player places a wager on a Pick 4 number that contains four (4) unique digits (Example: 1234).

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

4. "Claim Limitation" means the requirement that a Winning Ticket Prize must be claimed within 180 days of the valid Drawing date for which it was purchased.

5. "Combo Play" means an Exact Order wager placed on all combinations of a Pick 4 number.

   a. "Combo 4-Way" means an Exact Order wager placed on a Pick 4 number where three (3) of the four (4) digits are identical (Example: 1112).

   b. "Combo 6-Way" means an Exact Order wager placed on a Pick 4 number that contains two (2) pairs of two (2) unique digits (Example: 1122).

   c. "Combo 12-Way" means an Exact Order wager place on a Pick 4 number that contains two (2) identical digits and two (2) other unique digits (Example: 1123).

   d. "Combo 24-Way" means an Exact Order wager placed on a Pick 4 number that contains four (4) unique digits (Example: 1234).

6. "Computer-Generated Game" means a Virginia Lottery Game that is dependent upon the use of a Virginia Lottery Terminal in direct communication with a Game Mainframe computer operated by or at the direction of the Virginia Lottery.

7. "Director" means the Executive Director of the Virginia State Lottery Department as established in Chapter 40 of Title 58.1 (§ 58.1-4000 *et seq.*) of the *Code of Virginia*.

8. "Drawing" means a formal process of randomly selecting numbers in accordance with the Game rules.

9. "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 Ticket to denote an East Pick Play.

10. "Entitled to the Prize" means the status of a Claimant who has presented a Ticket to a Virginia Lottery office, 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.

11. "Exact Order" means a type of Play in which a Player places a wager on a Pick 4 number to come up exactly as it appears on the Ticket. A Player wins a Prize with this Play type if the Pick 4 number drawn is exactly the same as the Pick 4 number that was played.

12. "Fixed Prizes" means a set amount awarded in the Pick 4 game.

13. "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-one (91) days. A Future Play can be for one (1) Drawing only.

14. "Game" means the Game named in the title at the top of Page 1 of these rules.

15. "Game Rules" means these rules.

16. "Lottery" means the Virginia State Lottery Department.

17. "Lottery Board" means the group of five (5) persons, 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 as are set out in the *Code of Virginia*.

18. "Lottery Express (LE) Self-Service Terminal" 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.

19. "Lottery Retailer, Lottery Sales Retailer, or Retailer" means a person licensed by the Virginia Lottery to sell and dispense Virginia Lottery Tickets, materials and Virginia Lottery games.

20. "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.

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

22. "Partial Easy Pick" means a Game feature that allows the 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.

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

24. "Pick 4 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.

25. "Pick 4 Ticket" or "Ticket" means a Ticket produced by the Virginia Lottery's gaming system and sold by the Virginia Lottery.

26. "Play" means one (1) unique four (4)-digit number which reflects one (1) chance to win a Prize.

27. "Player" means a natural person, at least eighteen (18) years of age, who purchases a Pick 4 Ticket. Licensed Virginia Lottery Retailers and their employees may be Virginia Lottery Players.

28. "Playslip" means an optically readable card on paper stock issued by the Virginia Lottery that a Player uses to make a Pick 4 Play. A Playslip has no pecuniary or Prize value and shall not constitute evidence of a Ticket purchase or of numbers selected.

29. "Plays Per Ticket" means the number of Plays printed on a single Ticket. A Pick 4 Ticket has only one (1) Play per Ticket.

30. "Play Type" means a specific feature of a Play: the wager a Player makes on a Pick 4 number. Exact Order, Any Order, 50/50 and Combo.

31. "Present at the Terminal" means that a Player physically stays at the Virginia Lottery Terminal from the time the Player's order for a Pick 4 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 Virginia Lottery Terminal for any Pick 4 purchase.

32. "Prize or Prizes" means the winnings, as defined in **Section H** ("Prize Structure").

33. "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.

34. "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.

35 "Ticket" see "Pick 4" Ticket.

36. "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.

37. "Unclaimed Prize" means any cash Prize for a winning Pick 4 Ticket that has not been presented for payment within 180 days of the Ticket's valid Drawing date.

38. "Winning Number(s)" means the four (4)-digit Pick 4 number randomly selected at each Drawing that will be used to determine the Winning Play.

39. "Winning Play" means the Play that matches the Winning Number.

40. "Winning Ticket " means a Ticket that has passed all Lottery validation and security requirements, and contains the Winning play. Each Winning Ticket must meet Virginia Lottery validation requirements as outlined in the Virginia Administrative Code and these Rules.

**C. GAME DESCRIPTION:** Pick 4 is a Virginia Lottery 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. GAME PURCHASE:**

1. Eligible Players may purchase Plays via a Lottery Terminal at retail, a Lottery Express Self-Service Terminal, or by any other method not prohibited by Virginia State Lottery Law, Rules and Regulations of the Virginia Lottery.

2. PRICE: Except as otherwise noted herein or as otherwise announced by the Lottery, the price of one (1) Pick 4 Play costs either fifty cents ($.50) or one (1) dollar ($1.00).

3. By purchasing a Ticket, the Player agrees to comply with and abide by the Virginia State Lottery Law, all Rules and Regulations of the Virginia Lottery, all final decisions of the Virginia Lottery Director, and all procedures established by the Virginia Lottery Director for the conduct of the Game.

4. Minors Purchasing or Redeeming Tickets: Persons under the age of eighteen (18) are not permitted to purchase Plays 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.

5. Risk: It is the sole responsibility of a Player to verify the accuracy of each Play or Plays printed on a Ticket (to include the cost, the numbers selected, and the date(s) of Play). 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. 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.

## E. HOW TO PLAY:

1. To play Pick 4, a Player must select four (4) numbers, each from a field of zero (0) through nine (9) that together will form a unique four (4)-digit Pick 4 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 win a Prize.

3. Use of Playslips May be Required: Lottery Retailers may require the use of Pick 4 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 4 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.

## F. TICKET

1. Ticket Data: A Pick 4 Ticket consists of one (1) game board containing one unique four (4)-digit number.

   The front of the Ticket must show the logo for Pick 4, the date and time of purchase, the price of the Ticket, the game board, the Retailer and Terminal number that produced the ticket, the Ticket serial number and a bar code representation of the Ticket serial number, and the security code. If the Play was an Easy Pick or Partial Easy Pick Play, the code "EP" must be present.

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

2. Sample Ticket:

## G. CANCELLATION POLICY:

1. Cancelled Drawings or Sales: The Lottery 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 Lottery Director.

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 Lottery 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 Lottery Director, nor any employee of the Lottery or member of the Lottery Board shall have any liability whatsoever for any such termination.

## H. PRIZE STRUCTURE:

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

| Play Type | Example | Odds | Prize Amount |
|---|---|---|---|
| Exact Order Play | 1234 | 1 in 10,000 | $5,000.00 |
| Any Order Plays | | | |
| 4-Way | 1112 | 1 in 2,500 | $1,200.00 |
| 6-Way | 1122 | 1 in 1,666.7 | $800.00 |
| 12-Way | 1123 | 1 in 833.3 | $400.00 |
| 24-Way | 1234 | 1 in 416.7 | $200.00 |
| 50/50 Plays: | | | |
| 50/50 4-Way | | | |
| Any Order Prize | 1112 | 1 in 3,333.3 | $600.00 |
| Exact Order Prize | | 1 in 10,000 | $3,100.00 |
| 50/50 6-Way | | | |
| Any Order Prize | 1122 | 1 in 2,000 | $400.00 |
| Exact Order Prize | | 1 in 10,000 | $2,900.00 |
| 50/50 12-Way | | | |
| Any Order Prize | 1123 | 1 in 909.1 | $200.00 |
| Exact Order Prize | | 1 in 10,000 | $2,700.00 |
| 50/50 24-Way | | | |
| Any Order Prize | 1234 | 1 in 434.8 | $100.00 |
| Exact Order Prize | | 1 in 10,000 | $2,600.00 |
| | | | |
| Combo Plays | | | |
| (Cost is $4.00) 4-Way | | 1 in 2,500 | $5,000.00 |
| (Cost is $6.00) 6-Way | | 1 in 1,666.7 | $5,000.00 |
| (Cost is $12.00) 12-Way | | 1 in 833.3 | $5,000.00 |
| (Cost is $24.00) 24-Way | | 1 in 416.7 | $5,000.00 |

***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 11:00 PM Eastern Time, or at a time as determined by the Lottery Director, seven (7) days a week, unless otherwise announced by the Lottery . Substitute Drawings will be held at the discretion of the Lottery Director.

2. All Winning Numbers, even though announced, are subject to validation by the Virginia Lottery, including, if necessary, review by the Lottery Director, whose decision is final. The Virginia Lottery shall not be liable for media misprints, or for Winning Numbers that are incorrectly announced or scrolled.

## 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 *Winner 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 on the individual Prizewinner's check.

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 Virginia 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 Virginia Lottery *Winner Claim Form*.

2. **In all cases involving an Instant Game Prize greater than $100 claimed at a Lottery location**, 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. Eligibility: No officer, employee or Board member of the Virginia Lottery, or any officer or employee or board member of any vendor to the Virginia Lottery of computer-generated or instant ticket goods or services working directly on a contract with the Virginia 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 play Lottery Games in Virginia. The Virginia 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.

**L. TICKET VALIDATION REQUIREMENTS:**

1. To be a valid Ticket, all requirements unique to a particular Game and all requirements set out in regulation and statute must be met.

2. The Ticket must have been issued by the Lottery in an authorized manner. 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 computer records.

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 Ticket must be regular in every respect, must correspond to the artwork on file at the Lottery and must pass all other security criteria determined by the Lottery Director.

8. The Ticket must be validated in accordance with the provisions of the Rules and Regulations of the Lottery relating to procedures for claiming Prizes and for 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 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. DISPUTES:** The Lottery 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 Lottery Director shall be final and binding. However, the Lottery 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 Virginia Lottery game. Replacement of the Ticket shall be the bearer's or Claimant's sole and exclusive remedy.

## N. PRIZE CLAIMS:

1. A Ticket shall be the only proof of a Play and 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 Drawing date printed on the Ticket. Any cash Prize not claimed within the specified period shall be forfeited and revert to the Virginia State Literary Fund.

3. In accordance with the provisions of the Servicemembers Civil Relief Act 50 U.S.C.S. app. §§ 501-596, 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 Lottery Director shall verify the claim and direct payment in accordance with the Rules and 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 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 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 tothe 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 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 or her records.

## O. PRIZE PAYMENT:

1. When paying any Prize **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. Additionally, if the claim is **more than $100**, paid at a Lottery location, and subject to any set-off for delinquent debts, 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.

2. 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.

3. Each Prizewinner is legally required to include the value of the Prize, as well as any taxes paid by the Virginia 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.

4. 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 from or compensation to the Prizewinner.

## P. 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.