DIRECTOR'S ORDER NUMBER SEVENTY-SIX (16)

VIRGINIA LOTTERY'S COMPUTER-GENERATED GAME "PRINT 'N PLAY HOROSCOPE CROSSWORD" 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 Lottery's Computer-Generated Game "Print 'n Play Horoscope Crossword". 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, 900 East Main Street, Richmond, Virginia 23219.

This Director's Order becomes effective on July 10, 2016, and shall remain in full force and effect unless amended or rescinded by further Director's Order.

/s/ Amy K. Dilworth	5/2/16
Amy K. Dilworth, General Counsel	Date
/s/ Paula I. Otto	5/11/16
Paula I. Otto, Executive Director	Date

VIRGINIA LOTTERY'S COMPUTER-GENERATED GAME
"PRINT 'N PLAY HOROSCOPE CROSSWORD"
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 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 purposes of this Game):

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

"Claim Limitation" means the requirement that a Winning Ticket Prize must be claimed within 180 days of the Ticket's valid purchase date.

"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.

"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.

"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 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.

"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.

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

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

"Play Area" means a defined area on a Ticket within which appear the numbers, symbols and/or a Game grid(s) that are unique to the Game.

"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.

"Plays per Ticket" means the number of Plays printed on a single Ticket. One (1) Print 'n Play Horoscope Crossword Ticket contains one (1) Play.

"Present at the Terminal" means that a Player remains physically present at the Virginia Lottery Terminal from the time the Player's order for Tickets is accepted by the Virginia Lottery Retailer, through completion of the order processing, while the Ticket(s) is/are paid for, and through the time that the Ticket(s) is/are delivered to the Player. Players must be present at the Terminal for any purchase.

"Print 'n Play Horoscope Crossword Ticket" or "Ticket" means a Ticket produced by the Virginia Lottery's gaming system and sold by the Virginia Lottery for this Game.

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

"Prizewinner" means a verified Claimant who is entitled, via Ticket verification, to receive a Prize under the rules of a Game.

"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.

"Unclaimed Prize" means any cash Prize for a Winning Ticket that has not been presented for payment within 180 days of the Ticket's valid purchase date.

"Winning Combination/Pattern" means the specific icons, illustrations, letters, numbers, and/or symbols that will be used to comprise the Winning Play(s).

"Winning Play" means the icons/illustrations/letters/numbers/symbols making up a single Game Play on a Ticket which match the Winning Combination/Pattern.

"Winning Ticket" means a Ticket that has passed all Lottery validation and security requirements and processes. Each Winning Ticket must meet Virginia Lottery validation requirements as defined in the Virginia Lottery's regulations.

"Winning Ticket Validation" means the process used to validate a Winning Ticket following the purchase of a Winning Play as shown on the Ticket. Refer to **Section K** ("Ticket Validation Requirements").

C. GAME DESCRIPTION: Print 'n Play Horoscope Crossword is an immediate print-and-play game designed to provide Players with instant Computer-Generated Game Play results which are generated by a host computer and printed by a Lottery Terminal.

D. GAME PURCHASE:

1. Eligible Players may purchase Plays via Lottery terminal at retail, a Lottery Express ("LE") Self-Service Terminal located at a Lottery office or other location, or by any other method not prohibited by Lottery statutes or Lottery regulations.

2. Price: Except as otherwise noted herein, or as otherwise announced by the Lottery, one (1) Print 'n Play Horoscope Crossword Ticket costs three dollars ($3.00).

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

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 the Game Play reflected on a Ticket. The placing of a Play is done at a Player's own risk.

E. 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 online or instant ticket 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.

F. HOW TO PLAY:

1. To play Print 'n Play Horoscope Crossword:

   a. Match YOUR CALL LETTERS to the letters shown on the 9X9 crossword game grid, and
   b. Complete word(s) in the Crossword card grid (all letters in one word must be matched by corresponding letters from YOUR CALL LETTERS and all words must be multi-letter).

2. A Player must match three (3l) or more words horizontally or vertically to win a corresponding Prize.

3. 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.

G. TICKET:

1. Ticket data: To be a valid Ticket, 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. The Ticket data must have been recorded in the Lottery's central computer system prior to cashing.

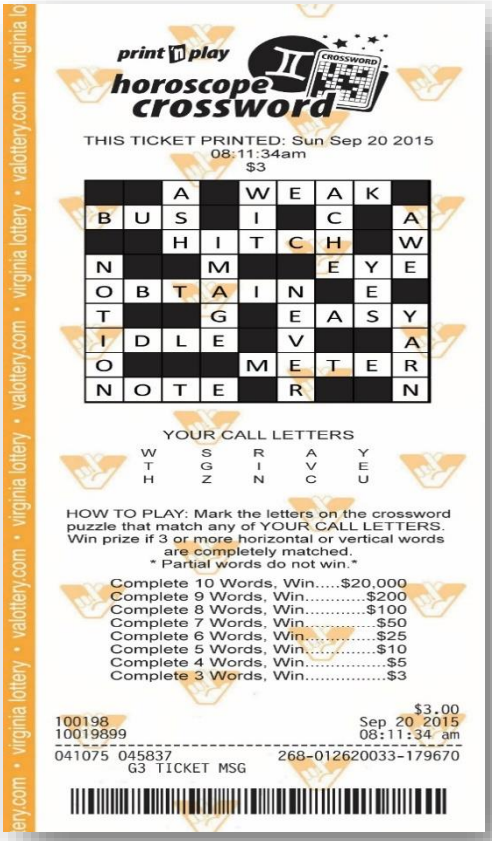
2. The front of the Ticket must contain:

   - logo for Print 'n Play Horoscope Crossword
   - date and time the Ticket was purchased
   - price of the Ticket
   - randomly selected Winning Symbols
   - Game Card
   - a HOW TO PLAY section with a legend underneath
   - Retailer and Terminal number that produced the Ticket
   - Ticket serial number and a bar code representation of the Ticket serial number.

   The back of the Ticket must contain:

   - sequential Ticket stock number preceded or followed by two (2) alphabetic characters, name and address fields
   - a signature line
   - date area
   - instructions for claiming a Prize.

3. Sample Ticket:



H. PRIZE STRUCTURE: The Prizes and odds for Print 'n Play Horoscope Crossword are as follows:

Play Action	Prize	Odds 1 in
Complete 10 Words	$20,000	280,000.00
Complete 9 Words	$200	14,000.00
Complete 8 Words	$100	4,666.67
Complete 7 Words	$50	179.49
Complete 6 Words	$25	58.33
Complete 5 Words	$10	21.54
Complete 4 Words	$5	15.56
Complete 3 Words	$3	7.59
Overall Odds 1 in 3.77		

I. 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 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 of an individual Prizewinner's Prize payment.

3. Non-Responsibility: The Lottery shall not be responsible for lost, stolen, altered, forged or fraudulently made Tickets.

J. 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 *Winner Claim Form*.

2. **In all cases involving an Instant Game 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 a number is provided and the Claimant shall not be entitled to interest on the Prize funds attributable to such delay.

K. TICKET VALIDATION REQUIREMENTS:

1. To be a valid Ticket, all requirements unique to a particular Game and all requirements set out in Lottery regulation and Lottery 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 Lottery 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 regulations, the Ticket shall be void and ineligible for any Prize and shall not be paid.

L. PRIZE CLAIMS:

1. A 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 purchase 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. §§ 501-597b, 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 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 of 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 Winning Ticket to any Retailer licensed by the Lottery;
   - complete and sign the back of the Ticket and present it at any Lottery office; or
   - complete and sign the back of the Ticket and mail it 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.

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 office; or
   - 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.

M. 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 the 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 office, 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. <u>One Prize</u>: Subject to the validation requirements contained herein, Players are eligible to receive only one (1) (the highest) applicable Prize for each Winning Game Play.

3. 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.

4. Each Prizewinner is legally required to include the value of the Prize, as well as any taxes paid by the Lottery on his/her behalf, in his/her taxable income for tax reporting purposes. As a result of accepting a Prize, and taking into account a Prizewinner's total taxable income for the year in which the Prize is accepted, a Prizewinner may fall into a higher tax bracket for his/her federal and state tax liabilities for the year in which the Prize is accepted.

5. A Prizewinner agrees to participate in a press conference and agrees to the use of his/her name and/or photo for publicity at the Lottery's discretion. Examples of publicity include, but are not limited to, news releases, Internet, news media and signs at Lottery Retailer locations. In addition, a Prizewinner agrees to participate in Lottery promotional efforts, which may include his/her name, hometown, the amount of the Prize won, and the Game won, through so-called "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.

6. 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, whether for interest or otherwise, arising in connection with 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.

N. CANCELLATION POLICY: Once printed, Print 'n Play Horoscope Crossword Tickets **cannot be canceled**.

1. Canceled sales: The Director has the right to cancel sales of Tickets on holidays, days of special importance, or on days when conditions make sales impractical or inappropriate. 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 or cancellation.

2.

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 Lottery Board shall have any liability whatsoever for any such suspension/termination.

O. 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 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.

P. 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.