

MISSISSIPPI LOTTERY CORPORATION ADMINISTRATIVE REGULATIONS

Chapter 9 – Instant Ticket Game Rules

Rule 9.1 – Applicability of these Rules

The Instant Game Rules and Regulations contain specific rules, regulations, procedures, instructions and directives that apply to Instant Games developed and offered for distribution and sale to the public by the Mississippi Lottery Corporation (“MLC”). The MLC will, from time to time, amend these Rules and Regulations and adopt new Rules and Regulations that pertain to all Instant Games as well as game specific items that will be incorporated into the Working Papers for each game. In the event of a conflict among the Alyce G. Clarke Mississippi Lottery Law, Senate Bill 2001 (First Extraordinary Session 2018) (“Act”), the Instant Game Rules and Regulations, and the Retailer Contract, the Act will govern the Instant Game Rules and Regulations, and the Instant Game Rules and Regulations will govern the Retailer Contract; however, to the extent not in conflict with the Act, the Working Papers will govern the Instant Game Rules and Regulations as to the specific Instant Game being produced for distribution; further, however, to the extent not in conflict with the Act, any special rules, Draw Procedures or other Game Procedures adopted by the MLC and uniformly announced to all Retailers for a specific Instant Game (such as for a sales contest), will govern the Working Papers and the Instant Game Rules and Regulations as to that game.

Rule 9.2 – Definitions

Capitalized terms used herein shall have the meanings set forth in Appendix A to the MLC Rules and Regulations, unless otherwise defined herein.

Rule 9.3 – General Rules

- A. If the MLC, in its sole discretion, has authorized a Retailer to sell Tickets for Instant Games at one or more of its Retailer Business Locations, these Instant Game Rules and Regulations, in addition to all provisions, terms and conditions of the Act, other Rules and Regulations, and the Retailer Contract, shall apply to all Instant Games.
- B. Each Retailer shall sell Instant Tickets for any and all Instant Games, as directed by the MLC, at each of its Retailer Business Locations listed in the Retailer Contract for which the MLC has authorized the sale of Tickets for Instant Games.
- C. Acceptance and Return of Instant Tickets

1. Each Retailer shall have a fiduciary duty and responsibility to preserve and account for all Instant Tickets accepted from the MLC or its distributor, as well as cash proceeds from the sale of any lottery products.
2. Any Instant Tickets not properly accounted for by the Retailer upon termination of the Retailer Contract, upon demand by the MLC, or at the End of Game date for the corresponding Instant Game, regardless of the reason, shall be deemed to have been purchased by the Retailer.
3. Retailers shall confirm receipt of all Packs of Instant Tickets delivered, at the time of delivery, through the Lottery Terminal provided by the MLC. **Failure to confirm Tickets upon receipt could result in the Retailer Contract being revoked.** Retailers shall accept only complete Ticket orders assigned to them and will not be allowed to accept a part of the Ticket order delivered to them.
4. The MLC will accept full and partial Pack returns immediately following the termination, cancellation, suspension, revocation or non-renewal of a Retailer Contract with the MLC. A maximum of four (4) sequential breaks in Ticket Number sequence per Pack will be allowed. The returned Instant Tickets must be collected by or delivered directly to a MLC sales representative or any other employee designated by the President. Instant Tickets not returned will be charged to the Retailer, less appropriate Retailer Commissions.
5. For special Instant Games that may have varying market appeal, as determined from time to time in the sole discretion of the President (such as seasonal, special interest and sports theme Instant Games), the MLC may accept full and partial Pack returns prior to the announced End of Game. A maximum of four (4) sequential breaks in Ticket Number sequence per Pack will be allowed. The returned Instant Tickets must be collected by or delivered directly to a MLC sales representative or any other employee designated by the President. Instant Tickets not returned will be charged to the Retailer, less appropriate Retailer Commissions.
6. Prior to announcing the End of Game date for any particular Instant Game to the general public, the MLC will notify Retailers of a prior date at which the MLC expects the Retailer to cease selling Instant Tickets for that game. Thereafter, and on or before the End of Game date, a MLC sales representative or any other employee designated by the President will pick up any full and partial Packs of Tickets for that game remaining with the Retailer. A maximum of four (4) sequential breaks in Ticket Number sequence per Pack will be allowed. Instant Tickets not returned will be charged to the Retailer, less appropriate Retailer Commissions.

7. The foregoing notwithstanding, the MLC may, from time to time, adopt rules limiting the return and acceptance of full and partial Packs for specific Instant Games as a condition of Retailer participation in sales contests.

D. Stolen Instant Tickets

1. The Retailer shall be responsible for securing Activated, non-Activated and Settled Packs of Instant Tickets. The Retailer shall report all stolen Instant Tickets to the online gaming vendor as soon as possible, or at the latest, within twelve (12) hours of the theft. The Retailer must provide the online gaming vendor personnel with the correct Game name and/or Number, the correct Pack number(s) and the exact range of Tickets stolen. In addition, the Retailer shall file a police report for the stolen Tickets within twenty-four (24) hours of the theft. The Retailer must mail or fax a copy of the police report to MLC Security within fourteen (14) calendar days of the initial report of the theft to the online gaming vendor.
2. For tickets reported stolen from Activated or Settled Pack(s), the Retailer shall be financially responsible for the Instant Tickets; however, if the Retailer has complied with all reporting requirements contained in this Rule 9.3(D) and in the Retailer Rules and Regulations, the MLC, following a thorough review of all available information, i.e., police reports, internal documents, investigative reports, etc., may refund the Retailer for Tickets accurately reported as stolen from Activated or Settled Pack(s) of Instant Tickets forty-five (45) days after the theft report was filed with the MLC as follows:

MLC will credit the Retailer the amount paid for stolen Instant Tickets reported to the MLC, less a \$25.00 per Pack blocking fee, if none of the stolen Instant Tickets from the Activated or Settled Pack(s) have been validated prior to the date and time the Retailer reports the Instant Tickets to the online gaming vendor as stolen.

3. For Instant Tickets reported stolen from non-Activated Pack(s), the Retailer will be assessed a blocking fee of \$25.00 for each Pack. However, if the Retailer has complied with all reporting requirements contained in this Rule 9.3(D) and in the Retailer Rules and Regulations, and there is clear evidence that the Pack was stolen as determined by the MLC, in the MLC's sole discretion, through a review of all available information, i.e., police reports, internal documents, investigative reports, etc., the \$25.00 blocking fee will be credited to the Retailer.
4. The Retailer must have a valid Retailer Contract with the MLC, be an active Retailer, and be current on all funds due to the MLC in order to qualify for any reimbursement for stolen Instant Tickets not recovered.

E. Lost, Misplaced or Unaccounted for Instant Tickets

The Retailer shall be responsible for lost, misplaced or unaccounted for non-activated Instant Tickets and may be charged the full price of the Tickets, less any applicable commission.

F. Damaged Instant Tickets

1. If Instant Tickets are damaged in transit to the Retailer, the Retailer shall report the damage to the MLC within twenty-four (24) hours after confirmation of delivery to be considered for credit. A POLICE REPORT IS NOT REQUIRED FOR DAMAGED INSTANT TICKETS. The MLC will accept the return of all Tickets damaged in shipment whenever possible.
2. The Retailer shall be responsible for Instant Tickets damaged after delivery and will be charged the full price of the Tickets less any applicable Commissions. Upon investigation by the MLC, the MLC may, in its sole discretion, elect to accept the return of Tickets damaged after delivery and reduce the Retailer's cost for the damaged Tickets to \$25.00 per Pack.

Rule 9.4 – Instant Game Rules

A. New Instant Game

1. The President, at any time, may introduce a new individual Instant Game or series of Instant Games.
2. Each Instant Game shall include the manner and time of payment of prizes as authorized by the President and stated in the individual Working Papers.
3. The individual Working Papers for each Instant Game shall contain the number and amount of prizes as authorized by the President.

Amended 08/17/21

4. The odds of winning for each Instant Game, as authorized by the President and stated in the individual Working Papers, will be formatted for distribution to the public through the Retailer base and made available for viewing on the Lottery website (www.mslotteryhome.com). The information shall include the following:
 - a. Available prize tiers;
 - b. Consolidated odds of winning each available prize tier; and
 - c. Overall odds of winning.

B. Sale of Instant Tickets

1. Only Retailers who have entered into a Retailer Contract with the MLC, and have been approved by the MLC, in the MLC's sole discretion, for the sale of Instant Games, are authorized to sell Instant Tickets.
2. Instant Tickets may be sold only at the Retailer Business Location where each Instant Ticket Pack is assigned by the MLC and accepted by the Retailer, and such Retailer Business Location must be listed in such Retailer's Retailer Contract for which the MLC has authorized the sale of Tickets for Instant Games.
3. Each Instant Ticket shall sell for the retail sales price authorized by the President and stated in the individual Working Papers.

C. Determination of Prize Winner

1. The Play Symbols shall be used by a player to determine eligibility for Instant Game prizes. Qualifying Play Symbols are stated in the Working Papers.
2. A player's eligibility to win a prize is subject to the Ticket validation requirements provided in subsection D of this Rule 9.4.
3. For each individual Instant Game, the player shall uncover the Play Area on the front of the Ticket to reveal the Play Symbols. Eligibility to win a prize is based on the approved Play Style as stated in the Working Papers. Prizes are subject to prior sales.

D. Ticket Validation Requirements

1. Each Instant Ticket shall be validated according to validation procedures prior to payment of a prize.
2. An Instant Ticket shall comply with all of the following:
 - a. The Ticket shall not be stolen or appear on any list of omitted Tickets on file with the MLC.
 - b. The Ticket shall not be counterfeit or forged, in whole or in part.
 - c. The Ticket shall not be mutilated, altered, unreadable, reconstituted, or tampered with in any manner.
 - d. The Ticket shall have been issued by the MLC in an authorized manner.
 - e. The Ticket shall have been received or recorded by the MLC by applicable redemption deadlines.

- f. The Ticket shall pass the confidential validation and security tests appropriate to the applicable Play Style.
 - g. The Validation Number of an apparent winning Ticket shall appear on the MLC's official file of Validation Numbers of winning Tickets. A Ticket with that Validation Number shall not have been paid previously.
 - h. The Ticket shall be intact, and not miscut, and have exactly one Play Symbol and exactly one Caption in each of the rub-off spots, exactly one Pack Number, exactly one Ticket Number, exactly one Retailer Validation Code, and exactly one Validation Number on the Ticket.
 - i. The Game Number, Pack Number, Ticket Number, and Validation Number must be present in their entirety and be fully legible. The Validation Number shall correspond, using the MLC's codes, to the Play Symbols on the Ticket.
 - j. The Play Symbols, Captions, Validation Number, Retailer Validation Code, Pack Number, and Ticket Number must be right side up and not reversed in any manner.
 - k. The Ticket must not be blank or partially blank, misregistered, defective, or printed or produced in error.
 - l. Each of the Play Symbols on the Instant Game Ticket must be exactly one of those described in that Instant Game's Working Papers, and each of the Captions must be exactly one of those described in the same Working Papers.
 - m. Each of the Play Symbols on the Ticket must be printed in the correct symbol font and correspond precisely to the artwork on file at the MLC. Each of the Captions must be printed in the Caption font and must correspond precisely to the artwork on file at the MLC. The Retailer Validation Code must be printed in the Retailer Validation Code font and must correspond precisely to the artwork on file at the MLC. The Validation Number must be printed in the Validation Number font and must correspond precisely to the artwork on file at the MLC.
 - n. The display printing must be regular in every respect and correspond precisely with the artwork on file at the MLC.
3. Any Ticket not passing all of the validation tests and requirements is void and ineligible for any prize and shall not be paid. The President may, at the President's exclusive determination, replace the Ticket or reimburse the player for the cost of the void Ticket.

4. If a defective Ticket is purchased, the MLC's only liability shall be replacement of the Ticket or reimbursement for the cost of the void Ticket.

E. Ticket Responsibility

1. The MLC shall not be responsible for lost, stolen, or destroyed Tickets.
2. The MLC shall not be responsible for erroneous or mutilated Tickets.
3. The MLC shall not be responsible for Tickets claimed at a Retailer by a player for a lower prize in error.
4. The MLC shall not pay prizes to any Claimant who purchases a Ticket from an unauthorized Retailer.

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5. A Claim Form shall be filed with the MLC in the name of Claimant. The MLC will pay a prize to only one (1) Claimant, which may be an individual, corporation, organization, partnership, trust or estate. If the person claiming the prize is a member of a winning group, family unit, club or organization tier, they must attach Internal Revenue Service Form 5754 at the time of claim whereupon multiple payees as designated on such Form 5754 may be permitted at the option of the MLC, provided the total amount of such payments does not exceed the amount of the particular prize. All members of the winning group will be subject to debt set-offs, as referenced in Rule 8.5(B).

No particular prize in any lottery game shall be paid more than once. Notwithstanding anything in this Section 8.4(L) to the contrary, in the event of a binding determination that more than one competing Claimant is entitled to a particular prize, the sole remedy of such Claimants is the award to each of them an equal share in the prize.

6. A Ticket is a bearer instrument until signed on the back by the Ticket holder. If the signature area is defaced, altered, or signed by more than one person, the MLC reserves the right to refuse payment.

F. Disputed Ticket

If a dispute arises between the MLC and a Ticket Claimant concerning whether the Ticket is a winning Ticket and the Ticket prize has not been paid, the President may, exclusively at his/her determination, reimburse the Claimant for the cost of the disputed Ticket, or provide the Claimant with a replacement Ticket of the same cost as the disputed Ticket. This shall be the Claimant's exclusive remedy.

G. End of Game and Prize Claim Period

1. The President may, at any time, establish the End of Game date for an individual Instant Game or series of Instant Games.
2. The MLC sales representatives will be directed to contact all Retailers in order to have the Retailers properly account for and return for credit the unsold Instant Tickets from such Instant Games. Every reasonable effort shall be made to assure the return of all unsold Instant Tickets from each discontinuing Instant Game on or before the corresponding End of Game date. Instant Tickets not returned will be charged to the Retailer.
3. Instant Game prizes shall be redeemed or claimed no later than ninety (90) days after the End of Game date of the individual Instant Game; the date of claim or redemption is the date of receipt by the MLC or a Retailer; thereafter, no claims shall be honored by the MLC or any Retailer.

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4. When the End of Game date for an individual Instant Game or series of Instant Games has been established, the MLC Sales Department shall prepare a state-wide press release and distribute an End of Game flyer to all Retailers announcing the names of Instant Games which are ending, Ending of Game date, and last day to redeem date. In addition, the MLC will distribute same information on electronic display signs in retailer locations where available and on various social media sites.

H. Governing Law

In purchasing a Ticket, the customer or player agrees to comply with, and abide by, the Act, other applicable Mississippi laws, all Rules and Regulations and final decisions of the MLC, and all procedures and instructions established by the MLC or the President for the conduct of the game.

I. Purchase and Prize Restrictions

No Instant Game Ticket may be purchased by and no prize shall be paid to any member of the MLC Board; any officer or employee of the MLC; any MLC vendor or Retailer; or any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of abode of any such person. Nor shall any Ticket be purchased by and no prize shall be paid to any officer, employee, agent, or subcontractor of any MLC vendor, or any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of abode of any such person if such officer, employee, agent, or subcontractor has access to confidential information which may compromise the integrity of the MLC.

J. Taxes and Setoffs

In accordance with the Act, other applicable laws and the MLC's Prize Validation and Payment Rules and Regulations:

1. All prizes are subject to applicable federal and state withholdings, and federal and state income taxes; and
2. Prizes of \$600.00 and above are subject to Debt Setoff collection by claimant agencies.

K. Coordination of Instant Game Rules and Drawing-Style Game Rules

If and when there is an issue or topic relevant to the Instant Game Rules and Regulations which is addressed in the Drawing-Style Game Rules and Regulations, but which is not addressed in the Instant Ticket Game Rules and Regulations, then the provisions of the Drawing-Style Game Rules and Regulations shall apply equally to the Instant Games for such issue or topic; however, in no case shall an Instant Game winner be allowed the option to receive the lump sum cash value equivalency in lieu of an annuitized prize unless that option is specifically provided for in the respective Instant Game Working Papers.

9.5 – Grand Prize Drawing Rules

This section shall not apply to individual Instant Games that do not provide for a Grand Prize Drawing.

- A. Eligibility for a Grand Prize Drawing shall be determined by, but not limited to, a direct entry in a Grand Prize Drawing or an entry into a Preliminary Drawing as provided in the Draw Procedures. The President shall determine any prizes to be awarded and the method of payment that shall be stated in the Draw Procedures.
- B. Preliminary Drawings and Grand Prize Drawings shall be conducted at times and places and pursuant to the methods stated in the Draw Procedures.
- C. An entry in a Preliminary Drawing or Grand Prize Drawing submitted by a player in accordance with the applicable Draw Procedures is eligible to be included in a drawing as provided in the Draw Procedures.
- D. Entries in a Preliminary Drawing or Grand Prize Drawing shall be delivered to the address designated in the Draw Procedures no later than the last day of the time frame specified in the Draw Procedures.
- E. The number of Preliminary Drawing and Grand Prize Drawing winners selected to advance or to win a prize shall be specified in the Draw Procedures. The odds of winning an entry into these drawings for a prize of a specific amount need not be uniform throughout the game and are subject to change by the President.
- F. Each Grand Prize Drawing finalist shall submit a completed Claim Form and the winning Ticket to the MLC within the required claim-filing period. Failure to submit these items within the claim-filing period and failure to have a Valid Ticket shall be cause for ineligibility to the Grand Prize Drawing.

- G. Each Grand Prize Drawing finalist will be notified by the MLC of the date of his/her appearance at the Grand Prize Drawing.
- H. If a dispute arises between the MLC and a Ticket Claimant concerning whether the Ticket is a winning Ticket and the Ticket prize has not been paid, the President may, exclusively at his/her determination, reimburse the Claimant for the cost of the disputed Ticket, or provide the Claimant with a replacement Ticket of the same cost as the disputed Ticket. This shall be the Claimant's exclusive remedy.