

961 CMR 2.00: RULES AND REGULATIONS

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2.01: Introduction

The Massachusetts State Lottery ("Lottery") was established by the enactment of St. 1971, c. 813. This law created a State Lottery Commission ("Commission") in the office of the State Treasurer who is Chairman of the Commission. Other members of the Commission are: the Secretary of Public Safety, the State Comptroller, and two persons appointed by the Governor for terms coterminous with that of the Governor. The Lottery directs the State Treasurer to appoint a Director of the Lottery, subject to the approval of the Governor.

Revenues derived from ticket sales from Sales Agents for the Lottery at the point of sale must be distributed as follows

- (a) no less than 45% must be paid to holders of winning tickets;
- (b) not more than 15% may be used for operating costs; and
- (c) the balance must be distributed to the Local Aid Fund for the benefit of all the cities and towns in Massachusetts.

Revenues derived from the sale of lotteries conducted online, over the internet, through the use of a mobile application or through any other means as authorized by M.G.L. c. 10, § 24 except for those enumerated in M.G.L. c. 10, § 25(a) will be distributed as follows:

- (a) payment of prizes to the holders of winning tickets or shares;
- (b) not more than 5% of the total revenues accruing from the online sale of lottery tickets or shares may be used for operation and administration costs; and
- (c) the balance must be distributed to the Early Education and Care Operational Grand Fund.

For prizes of games sold through both channels that are \$601.00 or more, the prize payout for a winning ticket shall be distributed proportionately based on the percentage of sales from revenue collected at retail locations by sales agents, as set forth in M.G.L. c. 10, § 25(a), and from revenue collected online, as set forth in M.G.L. c. 10, § 25(b), for the applicable draw period. The balance to be distributed to aid cities and towns in Massachusetts and to the Early Education and Care Operation Grant Fund respectively under M.G.L. c. 10, §§ 25(a) and (b) shall be proportional to the revenues collected under each Section.

For prizes that are less than \$601.00, 100% of the prize payout shall be distributed based upon whether the winning ticket was bought at a retail location or online. If the winning ticket is bought online, then 100% of the prize payout will come from revenues collected online, as set forth in M.G.L. c. 10, § 25(b). If the winning ticket is bought at a retail location, then 100% of the prize payout will come from revenues collected at retail locations, as set forth in M.G.L. c. 10, § 25(a).

Additional rules detailing the calculation of balances identified in M.G.L. c. 10, §§ 25(a) and (b) may be set by the Director in an Administrative Bulletin.

961 CMR 2.00 has been enacted pursuant to and under the authority of M.G.L. c. 30A and M.G.L. c. 10, § 24.

2.02: General Regulations

961 CMR 2.00 is established by the Massachusetts State Lottery Commission to define and regulate the operation and administration of the Massachusetts State Lottery. In addition to 961 CMR 2.00, rules for specific games, drawings or other matters may be found in Administrative Bulletins periodically issued by the Director.

2.03: Definitions

Act or Law means M.G.L. c. 10, §§ 22 through 35 and § 36.

Administrative Bulletin means a set of rules or guidelines issued by the Director for the purpose of detailing the rules, procedures or specific details of games and/or drawings and other matters that may arise from time to time in the course of business.

Bank means and includes all banks, banking associations, cooperative banks, credit unions, trust companies and any other type or form of banking institution organized under the authority of the Commonwealth of Massachusetts or the United States of America whose principal place of business is within the Commonwealth of Massachusetts and is designated to perform such functions, activities, or service in connection with the operations of the Lottery for the deposit and handling of Lottery funds.

Claims Center, Claim Center or Office means any place designated by the Lottery where the holder or his or her representative may file a claim upon a paper form supplied by the Lottery for payment or acknowledgment of a Lottery prize and the submission of the winning ticket.

2.03: continued

Commission means a board of five members consisting of the State Treasurer, Secretary of Public Safety or his or her designee, the State Comptroller, or his or her designee, and two persons appointed by the Governor with the powers and authority to conduct a state Lottery as conferred by law.

Digitally Created Barcode means a machine-readable code which may include, but is not limited to, a quick response (QR) code, that is approved by the Lottery in its sole discretion and accepted by the On-line System.

Director means the Director of the Massachusetts State Lottery. Any reference to powers and duties of the Director also means the Director's authorized designee.

Gift Certificate means a document printed in fixed dollar amount redeemable for Lottery products.

High-frequency Prize Winner means a person, as defined in 961 CMR 2.03, who submits at least 20 claims for Lottery prizes, each with a value of at least \$1,000.00, within any period of 365 days.

Instant/Pull Tab Ticket means a Lottery ticket issued by the State Lottery. Any reference herein to instant, instant ticket, or instant game shall have the same meaning as, and may be used interchangeably with, scratch, scratch ticket or scratch game respectively.

Lottery or State Lottery means the Lottery established and operated pursuant to M.G.L. c. 10, §§ 22 through 35 and § 36.

Lottery Online and/or Digital Property means one or more websites, mobile applications, or other on-line and/or digital services established by the Lottery.

Mobile Claim means a claim submitted through a Lottery Online and/or Digital Property in accordance with the Mobile Claim Process.

Mobile Claim Process means the terms, conditions, and requirements set, by the Director in his or her discretion for the submission and processing of Mobile Claims, which shall require, at a minimum, the claimant to submit sufficient claim and winning ticket information as determined by the Director, and which includes, but is not limited to, the claimant to have a registered player account for Mobile Claims, as defined by the Lottery to be valid, the claimant's digital signature, and the submission of barcode(s) for a valid ticket to be automatically verified against the Lottery's computer gaming system for eligibility.

On-line System means the Lottery's On-line Computer Wagering System consisting of ticket issuing terminals, central processing equipment and a communications network.

On-line Instant Ticket Cashing means a procedure by which Sales Agents are required, as a prerequisite to cashing, to validate instant tickets *via* an on-line bar code scanner.

On-line Ticket means a ticket produced on official paper stock in an authorized manner from the Lottery's on-line computer system.

Person means and includes any individual, association, corporation, club, trust, estate, society, company, joint stock company, receiver, trustee, designee, referee, executor, administrator, commissioner, charitable institution, fraternal organization, guardian, custodian, any legal entity created by law, all natural individuals in all capacities whether appointed by a court or otherwise and any other combination of individuals or legal entities. Person shall also be construed to mean and include all departments, commission, agencies, and instrumentalities of the Commonwealth of Massachusetts, including counties and municipalities, agencies, and instrumentalities thereof.

Prize means any award, financial or otherwise, awarded by the State Lottery.

2.03: continued

Prize Winner means the individual who represents him or herself to be the winner of a single prize or one or more individuals who represent themselves as winners of a portion of a single prize as identified on Internal Revenue Service Form 5754 at the time the claim is filed and reported as such to the Internal Revenue Service and the Department of Revenue.

Promotions means limited time marketing initiatives to promote the Lottery and its products, which may include special offers.

Remote Ticket Cashing Service means a function provided by the Lottery through the Lottery Online and/or Digital Properties which is designated to allow users to file Mobile Claims of eligible Lottery tickets, and transfer awarded prize winnings to a bank account pursuant to the Mobile Claims Process.

Sales Agent means a person who has been licensed to sell Lottery tickets or register bets on behalf of the player under M.G.L. c. 10, §§ 22 through 36.

Trust Account means a designated dedicated bank account for the receipt of Lottery proceeds.

Quic Pic or Quick Pick means a player option in which number selections are determined at random by computer software.

2.04: Lottery Director

The Director of the Massachusetts State Lottery shall supervise and administer the operation of the Lottery pursuant to M.G.L. c. 10, § 26.

2.05: Licensed Sales Agents

The Director shall license as Sales Agents such persons who, in his or her opinion, will best serve the public interest and convenience and promote the sale of tickets. Said Sales Agents must enter into a Lottery Sales Agent Agreement, on a form approved by the Director, permitting them to sell such tickets or shares as in the Director's opinion will promote the best interests of the Commission and produce maximum revenue, but a Sales Agent need not be permitted to sell all the Lottery games operated by the Commission. Each Licensed Sales Agent may be required to provide a list of guarantors who agree to be personally liable for any and all debts incurred by the Licensed Sales Agent.

2.06: Intervals and Ticket Amounts

Lottery tickets may be initiated in such amounts and at such intervals as may be determined in the discretion of the Commission or Director.

2.07: Erroneous or Mutilated Tickets

Lottery tickets erroneously printed, defective in any way, or mutilated when received by Sales Agent are to be returned by the Sales Agent immediately to the Lottery. Credit may be allowed for said tickets. Each ticket, to obtain credit or to claim a prize, must contain with legible certainty the Lottery number or winning symbols, serial number, and, if applicable, the drawing date. Unless the Director determines that a mutilated Lottery or otherwise defective or invalid ticket is genuine, no credit or prize will be issued to the holder of said ticket.

2.08: Lottery Sales Agents Application, Sales Agent Update and License

(1) Application.

(a) Any person may apply for a license to sell Lottery tickets as a Sales Agent by first filing with the Director an application on a form approved by the Director, said form to be signed under the pains and penalties of perjury, together with any supplements thereto.

2.52: continued

- a. Use an implement acceptable to the Lottery to mark the slip
 - b. Place no more than one mark (—) in any column
 - c. Place a mark (—) in at least one column under each of the sections labeled PICK YOUR NUMBER, MARK YOUR BET(S), CHOOSE NUMBER OF DRAWS and SELECT TIME OF DRAW
 - d. Choose the number he or she wishes to play using the section of the slip labeled PICK YOUR NUMBER and mark an "—" in one or more of the columns to reflect his number choice.
 - e. Indicate the specific bets he or she wishes to make using the section labeled MARK YOUR BET(S); mark an "—" in the box corresponding to the money amount he wishes to wager for each specific bet type shown in the column he or she wishes to wager for each specific bet type shown in the column headings; mark as many Bet Selection columns as he or she desires to play. If a bettor wishes to bet amounts other than or in addition to those shown, he or she must use additional bet slips.
 - f. Choose the number of draw(s) he or she wishes his or her bet to be active by using the section column labeled "CHOOSE NUMBER OF DRAWS" and mark an "—" in the box corresponding to that number. Active days per week are Monday through Sunday (seven days). All bet selections made on the same slip will be active for the number of draw(s) specified. If a bettor desires to make multiple bet selections and have them active for a different number of draws, he or she must use separate slips. A bettor must make an entry in CHOOSE NUMBER OF DRAWS section even if his/her play is for one draw only.
 - g. Select the draw times he or she wishes his or her bet to be active by using the section labeled "SELECT TIME OF DRAW" and mark an "—" in the box corresponding to the time of day desired. Drawing times are mid-day and evening seven days a week. If a bettor selects mid-day, the bet will be valid for mid-day drawings only for the number of draws selected. If a bettor selects evening, the bet will be valid for evening drawings only for the number of draws selected. If a bettor selects both, the bet will be valid for both mid-day and evening drawings for the number of draws selected, commencing with the draw after the bet is placed. If a bettor desires to make multiple bet selections and have them active for a different number of draws, he or she must use separate slips. A bettor must make an entry in SELECT TIME OF DRAW section even if his or her play is for one draw only.
2. Only official bet slips issued by the Lottery may be used to place bets.
 3. Bet slips shall have no pecuniary or prize value, or constitute evidence of purchase or number selections.
- (d) A bet may be canceled on the day it is placed prior to the close of betting for the selection of the winning number on the draw of the bet by using the cancellation procedure at the betting terminal. Bettors shall be entitled to a full refund of their bet upon cancellation and in no event shall a canceled ticket be entitled to a prize.
 - (e) Bets may be placed with any Lottery Numbers Game agent operating a terminal or at any Lottery operated facility accepting Numbers Game bets.
 - (f) Bets may be placed at any time during the day at such time or times as will be determined by the Director, but all bets must be placed and accepted by the Lottery computer prior to the close of betting for the selection of the winning number on the draw(s) for the bet or bets. In the event that a bet is placed subsequent to the drawing of the winning number, that bet shall be void and the Lottery's liability shall be limited to a refund of the amount of the bet.
 - (g) The bet as represented by the ticket produced by the computer terminal is the only bet on which a prize may be claimed. Bettors are cautioned to examine their bet ticket at the time it is issued prior to the appropriate number selection in order to ensure that the ticket accurately represents the correct number selection, bet selection, effective day or days, the correct drawing time(s) and purchase price.
 - (h) In the event that the Sales Agent or the computer terminal errs when the bet is placed, it shall be the responsibility of the bettor to determine that an error has been made and to request cancellation (provided betting for the draw has not closed) of the bet and the return of the purchase price. The Lottery shall not be liable for the payment of a prize because of Sales Agent or computer terminal error when the bet is placed.

2.52: continued

- (i) The Lottery shall not be liable for the payment of a prize in the event that the bet is canceled intentionally or through inadvertence of the Sales Agent.
- (j) It shall be the responsibility of the person who collects the prize to make certain that he or she is receiving the correct sum of prize money. The Lottery shall not be liable for any underpayment except that the Director in his or her discretion may direct that an additional prize payment be made in order to correct an obvious mistake.
- (3) Betting Tickets.
 - (a) The betting ticket is a bearer instrument until a Mobile Claim is submitted, or if no valid Mobile Claim is submitted, then until signed by owner and prize may be claimed by anyone in possession of unsigned winning ticket if no valid Mobile Claim has been submitted.
 - (b) Sales Agents may pay claims up to and including the sum of \$600.00. Any claim of more than \$600.00 shall be made on a claim form supplied by the Lottery at all Sales Agent locations or pursuant to the Mobile Claim Process. The procedure to be followed for claims in excess of \$600 and 961 CMR 2.00 governing each procedure shall be pursuant to 961 CMR 2.38.
- (4) Lost, Mislaid or Stolen Numbers Game Tickets. The Lottery Commission may pay a prize to the holder of a Numbers Game ticket and the payment of such prize shall absolve the Commission of any further liability with respect to such ticket. In determining whether a prize has been paid on a Numbers Game Ticket, the Commission may rely solely upon its computer records in determining whether or not a particular prize has been paid and the status as determined by the Lottery's computer shall be binding on the holder. In the event of a lost, stolen or mislaid ticket, the Director may order an investigation, and if he or she is satisfied that the claimant in fact is the owner of the lost, stolen or mislaid ticket and it has not otherwise been paid, he or she may in his or her discretion pay the prize to the claimant thereof. All payments of prizes on lost, stolen or mislaid tickets shall not be made for a period of 90 days in the case of a prize of \$200.00 or less and shall not be made for one year if the prize exceeds \$200.00, unless the Director in his or her discretion shall decide otherwise.
- (5) Sales Agents. Sales Agents are required to pay to the Lottery all sums due on the date established for payment. Failure to make payment when due or upon notice from the custodial bank that funds are not available will result in the immediate shut down of that Sales Agent's terminal and the Sales Agent's license to sell the Numbers Game and/or any other Lottery game shall be subject to revocation, suspension or nonrenewal pursuant to the provisions of 961 CMR 2.13.
- (6) Payoffs. Prizes will be paid on a pari-mutuel basis in such amounts and in accordance with such formulae as may be established by the Director by Administrative Bulletin. The Director may by Administrative Bulletin establish minimum prizes, rules for rounding payments to the nearest dollar or otherwise, rules for subtracting overpayments from a pool from subsequent pools and adding underpayments from a pool to subsequent pools, and such other matters as may be necessary or desirable for the proper operation of the game.
- (7) Multiplier Feature. The Massachusetts State Lottery Commission may offer a multiplier feature, which may be known by an associated trade name, for the Numbers Game. This is a feature by which a bettor, for an additional wager, may increase the pari-mutuel prize amount by a factor depending upon a multiplier number that is drawn prior to the Numbers drawing. Rules regarding the multiplier feature shall be set by the Director in an Administrative Bulletin governing the game.
- (8) All other provisions of 961 CMR 2.00 shall, if applicable, apply to the On-line Numbers Game System.

2.53: On-line Number Selection Game – MEGABUCKS

As of November 12, 2023, MEGABUCKS DOUBLER shall be known as the trade name MEGABUCKS.

- (1) Valid Bet. Except as otherwise provided in 961 CMR 2.53(1), a valid bet on MEGABUCKS using the On-line System shall be a bet which is:

2.53: continued

(9) Season Tickets.

- (a) Season Tickets may be sold by the Massachusetts State Lottery Commission and by licensed Sales Agents operating on-line terminals and off-line by Season Ticket application.
- (b) Season Tickets will be sold in the following manner:
 - 1. Plan "A" - 52 consecutive drawings sold for the price of \$50.00.
 - 2. Plan "B" - 104 consecutive drawings sold for the price of \$100.00.
 - 3. Plan "C" - 26 consecutive drawings sold for the price of \$25.00.
- (c) The Director reserves the right to adjust both price and number of drawings as defined in 961 CMR 2.53(9)(b).
- (d) Season Tickets become effective and eligible to win a prize starting with the effective date printed on the ticket. Season Tickets are not effective on the date of purchase.
- (e) Based upon the Plan selected as defined in 961 CMR 2.53(9)(b), Season Tickets, unless renewed, automatically expire at the end of 52, 104 or 26 drawings. If, upon renewal, the customer requests a change in any or all of the six numbers to be played, his/her renewal application shall be treated as a new ticket rather than a renewal and the effective date of said new ticket will be the expiration date of the previous ticket. Renewal applications received after the time period specified upon the renewal form may be assigned a new effective date.
- (f) Purchasers of Season Tickets shall select the six numbers he/she wishes to appear on the Season Ticket. Said purchasers are cautioned to examine his/her ticket upon purchase and prior to its effective date to assure the numbers printed represent the numbers desired. The Lottery will only be liable for the payment of a prize based upon the numbers as they appear on the Season Ticket and registered on the Lottery's Computer. In the event of a conflict, the numbers as registered on the Computer shall control.
- (g) Purchasers of Season Tickets may elect to use the "quic pic" feature for the selection of his/her six numbers. The six numbers will be randomly selected by the Lottery Computer and printed on the Season Ticket. (The Lottery will only be liable for the payment of a prize based upon the numbers as they appear of the Season Ticket and registered on the Lottery's Computer. In the event of a conflict, the numbers as registered on the Computer shall control.)
- (h) In the event the Lottery receives a Season Ticket application with less than six numbers selected by the applicant, the Lottery may randomly select all or any of those omitted numbers to assure each application contains six numbers.
- (i) In the event the Lottery receives a Season Ticket application with seven or more numbers selected, the Lottery may randomly delete one or more of the numbers selected in order to obtain a valid six number ticket.
- (j) The owner of a Season Ticket purchased through the On-line System must register his/her name with the Lottery on a form provided with the purchase of the ticket if prizes are to be paid automatically and renewal information to be sent.
- (k) When more than one name appears on the application or registration form, the Lottery may select the first name listed and designate him/her as agent for collection. In the event the ticket wins a prize, it will be the responsibility of the recorded agent to make known to the Lottery, Internal Revenue Service, and the Department of Revenue, the name, social security number and proportionate share of each of the winners.
- (l) A MEGABUCKS Season Ticket purchased through an off-line application is not effective until it is registered on the Lottery's computer and a Season Ticket issued to the applicant regardless of whether or not payment for such ticket has been accepted by the Commission prior to such registration or otherwise.
- (m) The Director may change the field of numbers from which winning numbers will be selected to a number greater or less than the field available at the time the Season Ticket is purchased. In the event the field is enlarged, a Season Ticket holder may request in writing at least four weeks before the effective date of such change that his/her number selection be changed; provided, however, this option shall be limited to changing one or more numbers from the field of numbers in existence at the time the ticket was purchased to one or more of the numbers added to that field. In the event the field is decreased and one or more of the numbers selected at the time the tickets was purchased is eliminated from the field of available numbers, the holder may request, in writing, that the numbers so eliminated be replaced by one or more numbers from the field of numbers remaining after said decrease. In the event the holder fails to exercise this option at least four weeks prior to the effective date of such change, the Lottery may randomly select new numbers on the holders behalf in accordance with the limitations contained in 961 CMR 2.53(9)(m).

2.53: continued

(n) In the event the Commission cancels the operation of MEGABUCKS, the amount paid for drawings so canceled shall be refunded to the registered holder and said refund shall constitute the Commission's sole obligation to the holders of MEGABUCKS Season Tickets in the event of said cancellation.

(o) All other provisions of 961 CMR shall, if applicable, apply to the Season Ticket MEGABUCKS.

(10) Multiplier Feature. The Massachusetts State Lottery Commission may offer a multiplier feature, which may be known by an associated trade name, for the MEGABUCKS Game. This is a feature by which a bettor, for an additional wager, may increase the prize amount for non-jackpot prize levels by a factor depending upon a multiplier number that is drawn prior to the MEGABUCKS drawing. Rules regarding the multiplier feature shall be set by the Director in an Administrative Bulletin governing the game.

(11) Notwithstanding the foregoing, bets may be placed by the player via the iLottery Platform pursuant to the applicable provisions of 961 CMR 2.53 as determined by the Director and pursuant to the terms and conditions of the iLottery Platform, as set forth in 961 CMR 2.69.

(12) Miscellaneous. All other provisions of 961 CMR shall, if applicable, apply to the On-line Number Selection Game – MEGABUCKS.

2.54: On-line Semi-weekly Number Selection Game – MASS MILLIONS

(1) Valid Bet. Except as otherwise provided in 961 CMR 2.54(1), a valid bet on MASS MILLIONS using the On-line System shall be a bet which is:

- (a) Placed with and accepted by a Sales Agent licensed to sell MASS MILLIONS or by a Lottery facility specifically designated for the purpose.
- (b) Paid for in full at the time and place the bet is placed.
- (c) Recorded correctly on a computer generated ticket in accordance with these rules.
- (d) Represented by a ticket generated by a Lottery computer terminal. The ticket must contain the following information:
 - 1. The numbers selected
 - 2. The number of draws played
 - 3. The date(s) of the drawing for which the bet is eligible
 - 4. The amount wagered
 - 5. A terminal identification number
 - 6. An 18-digit ticket serial number
 - 7. A machine readable (Bar Code) ticket serial number.
 - 8. A verifiable numeric representation of the information contained on the ticket consistent with the information contained in the Lottery's computer records.
- (e) Accepted by the Lottery Computer prior to the drawing of the winning numbers on the drawing date shown on the ticket.
- (f) In the event of a contradiction between information as printed on the ticket and as accepted by the Lottery Computer, the bet accepted by the Lottery Computer shall be the valid bet.

(2) Placing Bets.

- (a) Bets may be placed by the bettor orally instructing the Sales Agent of his/her number selections or requesting a "quic pic" and the Sales Agent then registering the bet via the terminal keyboard or by preparing a betting slip which is then entered into the terminal. Betting slips shall be prepared as follows:
 - 1. Pick six numbers by marking a "|" in each of the six boxes containing the numbers selected by the bettor. "|" marks must remain inside each box. Bettor must use either pencil or blue ballpoint pen.
 - 2. Only official bet slips issued by the Lottery and hand marked by the bettor(s) may be used to place bets. The use of mechanical, electronic, computer generated or any other method of marking betting slips is prohibited.
 - 3. Bet slips shall have no pecuniary or prize value, or constitute evidence of purchase or number selections.

2.54: continued

- (b) The terminal must generate a ticket as described in 961 CMR 2.54(1)(d) which is given to the bettor as his/her receipt.
- (c) Bets cannot be canceled by the sales agent. Sales agents shall be liable for the price of all MASS MILLIONS tickets sold and accepted by the Lottery Computer as a valid bet. A bettor's refusal to pay for such a bet shall not relieve the sales agent from responsibility for payment of the price of that bet; except, at the sole discretion of the Director, sales agents may subsequently be given credit for bets so placed and not paid for by the bettor.
- (d) Bets may be placed with any Sales Agent operating a terminal or at any Lottery operated facility accepting MASS MILLIONS bets.
- (e) Bets may be placed at any time during the day at such time or times as determined by the Director, but all bets must be placed and accepted by the Lottery computer prior to the drawing of the winning numbers on the drawing date shown on the ticket.

2.55: continued

the claimant in fact is the owner of the lost, stolen, or mislaid ticket and it has not otherwise been paid, he or she may in his or her discretion pay the prize to the claimant thereof. All payments of prizes on lost, stolen, or mislaid tickets shall not be made for a period of 90 days in the case of a prize of \$200.00 or less and shall not be made for one year if the prize exceeds \$200.00, unless the Director in his or her discretion shall decide otherwise.

(5) Sales Agents. Sales Agents are required to pay to the Lottery all sums due on the date established for payment. Failure to make payment when due or upon notice from the custodial bank that funds are not available will result in the immediate shut down of the Sales Agent's terminal and the Sales Agent's license to sell the MASS CASH Game and/or any other Lottery game shall be subject to revocation, suspension or non-renewal pursuant to the provisions of 961 CMR 2.13.

(6) Prizes. All prize amounts shall be set by the Director by Administrative Bulletin. The Administrative Bulletin shall detail the total field of numbers to choose from, establish rules for rounding payments to the nearest dollar or otherwise, establish rules for subtracting overpayments from a pool from subsequent pools, and other such matters as may be necessary or desirable for the proper operation of the game.

All prizes will be paid in full (less required tax withholdings) at the time the claim is made and properly validated.

(8) Liability. The liability, whether by negligence or otherwise, of the Lottery and its licensed Sales Agents for invalid bets is limited to a refund of the amount wagered.

(9) Multiplier Feature. The Massachusetts State Lottery Commission may offer a multiplier feature, which may be known by an associated trade name, for the Mass Cash Game. This is a feature by which a bettor, for an additional wager, may increase the prize amount for all prize levels by a factor depending upon a multiplier number that is drawn prior to the Mass Cash drawing. Rules regarding the multiplier feature shall be set by the Director in an Administrative Bulletin governing the game.

(10) Notwithstanding the foregoing, bets may be placed by the player *via* the iLottery Platform pursuant to the applicable provisions of 961 CMR 2.55 as determined by the Director and pursuant to the terms and conditions of the iLottery Platform, as set forth in 961 CMR 2.69.

2.56: Pull Tab Tickets

(1) Definitions.

Deal. Each separate package, or series of packages, consisting of one game of pull tab tickets with the same serial number purchased from a distributor through the Lottery.

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Dispenser. A plastic cube or container from which pull tab tickets are sold.

Distributor. A person, company or organization authorized by the Lottery to sell pull tab tickets, containers, dispensers, or trinkets to licensed pull tab ticket sales agents.

Flare. A display card posted in the premises of a pull tab ticket sales agent that provides the prize structure of a particular game of pull tab tickets being sold at that time.

Lottery. Massachusetts State Lottery Commission.

Pull Tab Ticket means a single fold or banded ticket with a face covered to conceal one or more numbers or symbols.

Vending Machine. A coin or paper bill operated mechanism by which pull tab tickets may be sold.

(2) Game Rules.

- (a) An organization desiring to obtain a license to sell Pull Tab tickets must make application to the Lottery on the form provided by Lottery, and be authorized by the Director to be licensed to sell Pull Tab tickets.
- (b) Sales Agent must prominently display its license on the premises in a conspicuous location so that it can be observed by the players and/or patrons of the establishment.
- (c) Flare cards listing all prize denominations of \$25.00 or more for each deal or game being sold at that time, must be displayed in the immediate vicinity of the game tickets where it can be clearly observed by the players.
- (d) Sales agents shall not pay a prize until the ticket has been verified as a winning ticket.
- (e) Sales agents must mark the flare card after each prize listed on said flare card is claimed.
- (f) The flare must be marked by crossing out the prize claimed so that the mark is clearly visible to the players.
- (g) Validation of Pull Tab Tickets. A pull tab ticket is not valid if it fails to meet any of the following requirements:
 - 1. The ticket must have been issued by the Lottery or its approved distributor(s) in an authorized manner.
 - 2. The ticket must not be altered, unreadable, reconstructed or tampered with in any manner.
 - 3. The ticket must be complete and not blank, or partially blank, miscut, misregistered, defective or printed in error.
 - 4. The ticket must have exactly the play symbols and captions specified in the specific game rules.
 - 5. The ticket must pass all validation tests.

Invalid tickets are void and not eligible to win any prize.

- (h) Under no circumstances may a prize payout be made for a lost or unredeemed ticket.
- (i) The sales agent shall be responsible for the proper conduct of the games.
- (j) The sales agent must maintain, on the premises, a copy of the distributor's invoice for each pull tab deal on the premises.
- (k) All winning tickets must be claimed immediately at the place of sale. Any ticket that leaves the premises where sold may be deemed an invalid ticket.
- (l) Sales agents shall not have on the licensed premises any pull tab tickets that have not been issued by the Lottery or its approved distributor(s).
- (m) Sales agents are not required to sell an entire deal. Sales agents may pull a game at any time he/she desires after giving his or her customers a reasonable time to claim winning tickets.
- (n) Sales agents are prohibited from commingling games. Sales agents must sell out or discontinue a game by removing the unsold tickets from the dispenser or vending machine prior to the introduction of a subsequent game.
- (o) Prior to the sale, of a portion of or the entire deal, the pull tab tickets in the deal must be placed in the container and stirred thoroughly.
- (p) Pull tab tickets can only be sold on the licensed premises.
- (q) Winning pull tab tickets must be prominently marked, defaced or punched to invalidate it in an area on the face of the ticket other than that which determines it is a winner.

2.56: continued

- (r) Sales agents are responsible for the destruction and disposal of all unsold tickets that have been pulled from sale.
- (s) Pull tab tickets must be sold for the price on the face of the ticket.
- (t) The suspension or revocation of the sales agent's pouring or liquor license shall be grounds for the denial of a sales agent's pull tab license or suspension or revocation of a sales agent's pull tab license.
- (u) Pull tab tickets may only be sold from dispensers or vending machines that have been approved by the Lottery.
- (v) Promotional items, trinkets, displays, advertisements are subject to the approval of the Lottery.
- (w) All other provisions of the 961 CMR, if applicable, apply to the Pull Tab Tickets Games.

2.57: Gift Certificates

The Director is hereby authorized to issue Gift Certificates redeemable at all Lottery Offices and Licensed Sales Agents in accordance with 961 CMR 2.57(1) through (3).

- (1) Gift Certificates will be printed in denominations to be determined by the Director.
- (2) Gift Certificates shall have imprinted thereon a unique serial number and seal of the Commonwealth of Massachusetts.
- (3) Redemption of Gift Certificates
 - (a) Gift Certificates are bearer instruments and may be redeemed by the holder of the certificate.
 - (b) Gift Certificates must be redeemed for the total dollar value when presented for redemption.
 - (c) Customers presenting Gift Certificates for redemption must be 18 years of age or older.
 - (d) Sales Agents are required to redeem Gift Certificates presented to them from a customer and account for them in accordance with the direction of the Director or his or her designee.
 - (e) Gift Certificates are void after the expiration date printed thereon.
 - (f) All other provisions of the 961 CMR, shall, if applicable, apply to the issuance and redemption of Gift Certificates.

2.58: On-line Number Selection Game – KENO

Definitions.

Consecutive Draws. The number of successive KENO draws (*i.e.* 2, 3, 4, 5, 10, 20) for which a player may make a selection on a single KENO ticket.

KENO or Keno. An on-line Lottery game in which a player selects from one to twelve numbers from a field of 80 numbers. The Lottery randomly selects 20 numbers from the same field of 80 numbers. Depending on the quantity of numbers matched and validation of the ticket, the player may win a prize.

Quic Pic. A function that allows an on-line terminal to automatically and randomly select KENO numbers for a player.

Replacement Ticket. The ticket issued to replace a consecutive draw ticket that is validated prior to the last game on the ticket.

Spots. The quantity of numbers (from one to 12) a player may play per game.

Winning Numbers. The 20 numbers between one and 80 randomly selected from each drawing.

- (1) Valid Bet. Except as otherwise provided herein, a valid bet on KENO using the On-line System shall be a bet which is:

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- (a) Placed with and accepted by a Sales Agent licensed to sell KENO or by a Lottery Facility specifically designated for the purpose.
- (b) Paid for in full at the time the bet is placed.
- (c) Recorded correctly on a computer generated ticket in accordance with 961 CMR 2.58.
- (d) Represented by a ticket generated by a Lottery computer terminal. The ticket must contain the following information:
 - 1. The number of spots;
 - 2. The amount wagered per draw;
 - 3. The numbers selected;
 - 4. The date of sale;
 - 5. The number of draws played;
 - 6. The specific game number(s) for which the bet is eligible;
 - 7. The price of the ticket;
 - 8. A terminal identification number;
 - 9. An 18-digit ticket serial number;
 - 10. A machine readable (Bar Code) ticket serial number; and
 - 11. A verifiable numeric representation of the information contained on the ticket consistent with the information contained in the Lottery's computer records.
- (e) Accepted by the Lottery Computer prior to the drawing of the winning numbers for the drawing(s) shown on the ticket.
- (f) In the event of a contradiction between information as printed on the ticket and as accepted by the Lottery Computer, the bet accepted by the Lottery Computer shall be the valid bet.

(2) Placing Bets.

- (a) Bets may be placed by the bettor orally instructing the Lottery Sales Agent of his or her number selections and the Sales Agent then registering the bet *via* the terminal keyboard, or by orally instructing the Lottery Sales Agent to use the "quic pic" feature by which the on-line computer system randomly selects the numbers.
- (b) Bets may be placed by preparing a Digitally Created Barcode which is scanned into the terminal in a manner approved by the Director. A Digitally Created Barcode shall have no pecuniary or prize value, or constitute evidence of purchase or number selections.
- (c) Bets may be placed by preparing a bet slip which is then entered into the terminal in a manner approved by the Director. Bet slips shall be prepared as follows:
 - 1. Select the desired quantity of numbers (spots) from one to 12.
 - 2. Select the desired amount to be wagered for each game.
 - 3. Select the number of games.
 - 4. Select the specific number selection or mark the "quic pic" box and the Lottery will randomly select the numbers.
 - 5. Only official bet slips issued by the Lottery may be used to place bets.
 - 6. Bet slips shall have no pecuniary or prize value, or constitute evidence of purchase or number selections.
- (d) The terminal must generate a ticket as described in 961 CMR 2.58(1)(d) which is given to the bettor as his or her receipt.
- (e) A single drawing bet may be canceled on the day it is placed prior to the selection of the winning numbers for the game for which the bet is eligible. A consecutive drawing bet may be canceled on the day it is placed prior to the selection of the winning numbers for the first game for which the bet is eligible. Consecutive drawing bets cannot be canceled after the first game for which the bet is eligible takes place.
- (f) A bet must be canceled at the on-line terminal in which the bet was placed. Bettors shall be entitled to a full refund of their bet upon cancellation and in no event shall a canceled ticket be entitled to a prize.
- (g) Bets may be placed with any Sales Agent authorized to accept KENO bets or at any Lottery operated facility accepting Keno bets.
- (h) Bets may be placed at any time during the day at such time or times as determined by the Director, but all bets must be placed and accepted by the Lottery computer prior to the drawing on the winning numbers for the specific drawings shown on the ticket.
- (i) The bet as represented by the ticket produced by the computer terminal is the only bet on which a prize may be claimed. Bettors are cautioned to examine their bet ticket at the time it is issued and prior to the drawing of the winning numbers in order to ensure that the ticket accurately represents the correct number selections, date of bet, amount wagered, and the drawings for which it is eligible.

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(j) In the event that the Sales Agent or computer terminal errs when the bet is placed, it shall be the responsibility of the bettor to determine that an error has been made and to request a new ticket be issued by the Sales Agent (provided betting for that drawing has not closed) or return of the purchase prize.

(k) The Lottery shall not be liable for the payment of a prize in the event the bet is canceled intentionally or through inadvertence of the Sales Agent.

(l) It shall be the responsibility of the person who collects the prize to make certain that he or she is receiving the correct sum of prize money. The Lottery shall not be liable for any underpayment, except that the Director in his or her discretion may direct that an additional prize payment is made in order to correct an obvious mistake.

(3) Betting Tickets.

(a) The betting ticket is a bearer instrument until a Mobile Claim is submitted, and if no valid Mobile Claim is submitted, then until signed by the owner and a prize may be claimed by anyone in possession of an unsigned winning ticket if no valid Mobile Claim has been submitted.

(b) Keno Sales Agents may pay claims up to and including the sum of \$600.00. Any claim of more than \$600.00 shall be made on a claim form supplied by the Lottery at all Sales Agent locations or pursuant to the Mobile Claim Process. The procedure to be followed for claims of more than \$600.00 and the rules and regulations governing each procedure shall be pursuant to 961 CMR 2.38.

(c) No more than one prize shall be paid on each bet placed.

(4) Lost, Mislaid or Stolen KENO Game Ticket. The Lottery Commission may pay a prize to the holder of a KENO game ticket and the payment of such prize shall absolve the Commission of any further liability with respect to such ticket. In determining whether a prize has been paid on a KENO game ticket, the Commission may rely solely upon its computer records in determining whether or not a particular prize has been paid and the status as determined by the Lottery's computer shall be binding on the holder. In the event of a lost, stolen, or mislaid ticket, the Director may order an investigation, and if he or she is satisfied that the claimant in fact is the owner of the lost, stolen, or mislaid ticket and it has not otherwise been paid, he or she may in his or her discretion pay the prize to the claimant thereof. All payments of prizes on lost, stolen or mislaid tickets shall not be made for a period of 90 days in the case of a prize of \$200.00 or less and shall not be made for one year if the prize exceeds \$200.00, unless the Director in his or her discretion shall decide otherwise.

(5) Sales Agents. Sales Agents are required to pay to the Lottery all sums due on the date established for payment. Failure to make payment when due or upon notice from the custodial bank that funds are not available will result in the immediate shut down of the Sales Agent's terminal and the Sales Agent's license to sell the KENO Game and/or any other Lottery game shall be subject to revocation, suspension or nonrenewal pursuant to the provisions of 961 CMR 2.13.

(6) Prizes.

(a) All prizes will be paid in full, (less required tax withholdings), at the time the claim is made and after the ticket is properly validated.

(b) All prizes will be a fixed amount (subject to restrictions) and set by the Director by Administrative Bulletin.

(7) Multiplier Feature. The Massachusetts State Lottery Commission may offer a multiplier feature, which may be known by an associated trade name, for the Keno Game. This is a feature by which a bettor, for an additional wager, may increase the prize amount for certain prize levels by a factor depending upon a multiplier number that is drawn prior to the Keno drawing. Rules regarding the multiplier feature shall be set by the Director in an Administrative Bulletin governing the game.

(8) Miscellaneous. All other provision of Lottery Rules and Regulations 961 CMR shall, if applicable, apply to the On-line Number Selection Game – KENO.

(9) In accordance with M.G.L. c. 10, § 27, the 961 CMR 2.58(9)(a) through (c) shall apply in determining whether a municipality should be exempt from the exclusion of Keno growth revenue as defined by M.G.L. c. 10, § 27A.

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- (f) In no event shall installment payments be made in the Deferred Annuity Portion of the Annuity Option after the Annuitant's death.
- (g) It shall be the Prizewinner's responsibility to provide the Lottery paying the Annuity any updated address information to which Prize installments will be mailed even if a full annual payment or multiple payments have been assigned to a third-party.
- (h) Where a Claimant of a Grand Prize or Second Level Prize is a minor who has not yet attained a majority age in the applicable jurisdiction in which the lottery that sold the Play is located, such Prize will be subject to the laws and regulations governing the Selling Lottery.

2.69: Lotteries conducted online (iLottery)

(1) Definitions.

iLottery Platform shall mean a Lottery system that provides for the sale of lottery products and ancillary services *via* the internet through channels that may include, but are not limited to, online and mobile applications.

(2) Commencing on a date to be determined by the Director in their discretion, the Lottery shall offer for sale via its iLottery Platform lottery tickets, games, or shares as authorized by the Law and 961 CMR 2.00.

(3) All activity and use of the iLottery Platform, including the use of iLottery Player Accounts, are also subject to any terms, conditions, and requirements established by the Director in their discretion.

(4) iLottery Player Accounts. Players who wish to utilize the iLottery Platform to purchase lottery tickets, games, or shares, claim prizes, receive winnings, and engage/participate in such other activities as authorized by the Director, must duly register an account (referred to herein as "an iLottery Player Account") with the iLottery Platform.

(5) Age Verification. To purchase lottery tickets, games, or shares via the iLottery Platform, the player must be 21 years of age or older at the time of purchase. The Director shall use any reasonably designed identity and age verification measures, which may include but is not limited to, software, public databases, Lottery databases, financial information, or other Know Your Customer (KYC) functionality, to block access to and prevent sales of lottery tickets, games and shares via the iLottery Platform to persons younger than 21 years old.

(6) Location. To purchase lottery tickets, games, or shares *via* the iLottery Platform, the player must be physically present in the Commonwealth of Massachusetts at the time of purchase. The Director shall use measures such as geolocation software, geo-filtering software, geofencing software, or other software to limit the sale of lottery tickets, games, or shares *via* the iLottery Platform to transactions initiated and received, or otherwise made, within the Commonwealth at the time of purchase.

(7) Voluntary Self-exclusion. Any player may voluntarily prohibit or otherwise exclude themselves from purchasing via the iLottery Platform a lottery ticket, game, or share. The manner and process by which a player may voluntarily prohibit or otherwise exclude themselves is governed by the terms, conditions, and requirements set by the Director in their discretion. Any list or record that identifies a player as having voluntarily prohibited or otherwise excluded themselves from purchasing lottery tickets, games, or shares via the iLottery Platform is exempt from disclosure under M.G.L. c. 66, § 10 and M.G.L. c. 4, §7(26).

(8) Account Limits. Maximum limits for iLottery Player Account deposits and transactions of lottery tickets, games, or shares via the iLottery Platform shall be established by the Director by Administrative Bulletin; players may reduce their deposit or transaction limit to a lesser amount at any time subject to the terms, conditions, and requirements set by the Director in their discretion.

2.69: continued

(9) Account Withdrawal. Cash deposited and unspent in an iLottery Player Account belongs to the owner of the account. Said cash or any portion thereof may be withdrawn by the owner at any time subject to the terms, conditions, and requirements set by the Director in their discretion as authorized to maintain the security of customer funds and to prevent fraud and unauthorized or unlawful withdrawals. Such terms, conditions, and requirements may include, but not be limited to, restrictions on withdrawals of specified funds originating from a player's acceptance of a promotional offer.

(10) Promotional Activities. Pursuant to M.G.L. c. 10, § 24(b)(vi), as a cost incurred in the operation and administration of the sale of lottery tickets, games, and shares *via* the iLottery Platform, each fiscal year, an amount determined by the Director in their discretion shall be used in accordance with M.G.L. c. 10, § 25(b)(a)(ii) to fund promotional activities, which shall be determined by the Director in their discretion, to encourage the purchase of lottery tickets, games, or shares *via* licensed Sales Agents.

(11) Search Function. The user-facing website and mobile application of the iLottery Platform shall offer a search function enabling players to find nearby licensed Sales Agents offering lottery sales at brick-and-mortar retail stores located in the Commonwealth.

(12) As determined by the Director in their discretion but not less than annually, the Lottery shall supply the Department of Public Health with customer tracking data collected or generated by the sale of lottery tickets, games, or shares *via* the iLottery Platform ("Data"). The Data shall be anonymized to remove

(a) personally identifying information, including a player's name, street address, bank or credit information and the last four digits of a player's zip code, in compliance with M.G.L. c. 93H, § 2; and

(b) game identifying information, including game name and device manufacturing company, in protection of corporate intellectual property.

The Data shall include information on player characteristics including, but not limited to, gender, age and region of residence and player behavior including, but not limited to, frequency of play, length of play, speed of play, denomination of play, amounts wagered and, if applicable, characteristics of games.

(13) Procedure for Claiming Prizes for Tickets, Games or Shares Purchased through the iLottery Platform.

(a) Prizes up to \$600.99 won as a result of a ticket, game or share purchased through the iLottery Platform will be posted to the player's iLottery Account fund balance provided the claim has been validated by the applicable gaming system. At the discretion of the Director, it may be a requirement that the prize money be forwarded and/or provided to claimant in check form.

(b) Prizes of \$601.00 to \$49,999.99 won as a result of a ticket, game or share purchased through the iLottery Platform require the player to claim the prize and agree to applicable terms or agreements for iLottery claims *via* the iLottery Platform, the claim be validated by the applicable gaming system, and verified by applicable internal validation requirements. The prize money will be posted in the player's iLottery Player Account fund balance. At the discretion of the Director, it may be a requirement that the prize money be forwarded and/or provided to claimant in check form.

(c) Prizes of \$50,000.00 and greater, and annuity prizes, won as a result of a ticket, game or share purchased through the iLottery Platform require the player to initiate the claim and agree to applicable terms or agreements for iLottery claims *via* the iLottery Platform, the claim be validated by the applicable gaming system, the claim be verified by applicable internal validation requirements, and the player's identity must be verified in person at the office of the Director. The prize money will be forwarded and/or provided to claimant in check form.

(d) Each claim for prizes of \$601.00 or greater for tickets, games or shares purchased through the iLottery Platform incorporates by reference the following provisions:

1. Verification that the iLottery prize winner is not a person disqualified by law or by 961 CMR 2.00 to claim or otherwise accept a prize from the Lottery.

2.69: continued

2. The iLottery prize winner owner grants to the Commission the right to use his or her name, address, and photograph to publicize his or her winnings.
 3. Indemnification of the Commission for any loss occasioned by an untruth or misrepresentation by the iLottery player claiming the prize in his or her behalf.
 4. All information requested by the Commission which may include, but not be limited to, the iLottery prize winner's name, and social security number or taxpayer's identification number.
- (e) The prize claim process for prizes won as a result of a ticket, game or share purchased through the iLottery Platform may incorporate any other term, condition or requirement as set by the Director in his or her discretion.
- (f) For claims of tickets, games or shares purchased through the iLottery Platform, the ticket, game or share must be validated by the Lottery as a winner and the terms, conditions and requirements as determined by the Director must have been complied with and the claim must have been submitted prior to the expiration date of the ticket, game or share.
- (f) 961 CMR 2.38(6), (7), (8), and 961 CMR 2.42, shall, as applicable, apply to the claiming of tickets, games and shares purchased through the iLottery Platform.
- (g) If deemed applicable by the Director in their discretion, any other provision of 961 CMR 2.0 shall apply to the claiming of tickets, games or shares purchased through the iLottery Platform.
- (14) Suspension or Termination of iLottery Account. If a player uses or attempts to use their iLottery Player Account or its functionality in a fraudulent or prohibited manner or in a manner other than for its intended purposes, the player's access to their iLottery Player Account may be suspended or terminated at the discretion of the Director. A prize in the possession of the player as a result of fraud, illegal activity, or prohibited behavior may be reclaimed or returned to the Lottery. A statute of limitations will not be applicable nor bar the Lottery from demanding that a prize be returned by such player due to fraud, illegal activity, or other prohibited behavior.

2.70: eInstant Game Rules(1) Definitions.

eInstant Game means an electronic Lottery instant game, which is available to be played only through the Lottery's iLottery Platform.

(2) General Provisions.

- (a) The terms of 961 CMR 2.71 apply to all eInstant Games. Specific game rules for each eInstant Game shall be detailed in an Administrative Bulletin issued by the Director. Each eInstant Game is governed by its Administrative Bulletin with respect to game play, odds, and available prizes.
- (b) By purchasing any eInstant Game play, a player accepts and agrees to comply with all applicable Lottery rules and procedures. The Lottery reserves the right to make changes to any eInstant Game rules without any advance notice, and such changes will be effective immediately upon posting on the iLottery Platform.

(3) Purchasing eInstant Games.

- (a) to purchase an eInstant Game play, the player must be at least 21 years old, be physically located in the Commonwealth of Massachusetts, and have a duly registered iLottery Account.
- (b) All sales are final. Once the purchase of an eInstant Game play is completed, the player may not cancel the purchase. The player shall be solely responsible for ensuring that they have selected the correct eInstant Game and all applicable options, including but not limited to, purchase price, number of tickets, and price of tickets. Purchases made in error will not be refunded by the Lottery.

2.70: continued

(c) The player shall be solely responsible for obtaining and maintaining any equipment and connectivity necessary to access the iLottery Platform and purchase an eInstant Game play. eInstant Games may not be available on certain devices due to operating requirements associated with eInstant Games. The Lottery makes no representations or warranties, and does not accept any liability, as to a player's ability to access, purchase, and play any eInstant Game, or that the iLottery Platform or eInstant Games will display correctly on devices on which they can be viewed.

(4) Determination of Prize Winners.

(a) eInstant Games are games of chance, and the outcome of a play in the case of an eInstant Game is determined by the applicable gaming system at the point of purchase and is not affected by the skill, judgment, or action of the player. The applicable gaming system distributes outcomes based on the probabilities within the prize structure set forth in the eInstant Game's Administrative Bulletin. The overall chances of winning in an eInstant Game play at each prize level are determined by the prize structure as set forth in the Administrative Bulletin. Outcomes will not be affected by a disconnection from the iLottery Platform after point of purchase.

(b) The revealing of the play symbols is for entertainment purposes only. The revealing of the play symbols on the eInstant Game does not determine whether the eInstant Game play is a winner play.

(c) The applicable gaming system must indicate that an eInstant Game play is a winning play for it to be a valid winning play entitled to a prize. The eInstant Game play must pass all validation and security checks imposed by the Director for it to be a valid winning play entitled to a prize. In order to be a valid winning eInstant Game play, all transaction data must be recorded and verified as a winning eInstant Game play on the applicable gaming system, and the transaction data must satisfy all validation requirements in every respect.

(d) The eInstant Game play shall be void and the player shall not be entitled to a prize under any one or more of the following conditions:

1. The applicable gaming system indicates the eInstant Game play is not a winner;
2. The eInstant Game play was not validly purchased through the iLottery Platform and/or the iLottery Player Account;
3. The eInstant Game play is defective or tampered with in any manner;
4. The eInstant Game play does not pass all validation requirements; or
5. The eInstant Game play fails to meet any requirement contained in the Administrative Bulletin issued by the Director for any particular eInstant Game.

The Director shall make the final decision as to whether any eInstant Game play is valid or void and such decision shall be final.

(e) A player who validly purchases an eInstant Game play is the owner of the eInstant Game play, is entitled to any prize won on that play, subject to all requirements necessary to claim the prize. An eInstant Game play is not a bearer instrument. Neither the electronic record of purchase, nor any other confirmation of the purchase is a bearer instrument. An eInstant Game play may not be assigned except as permitted or required by law.

(f) If an eInstant Game play has been purchased by a player and the play is not played out to completion for any reason, including, but not limited to, the interruption of the player, loss of connectivity during the game play, or eInstant Game termination by the Lottery, the outcome of the play will be available in the player's iLottery Player Account.

(g) In the event of any direct conflict among the display of the eInstant Game play results, the applicable Administrative Bulletin, and any other information issued by the Lottery with respect to the eInstant Games, these regulations and the applicable eInstant Game Administrative Bulletin will prevail.

(5) Disputes. In the event a dispute between the Lottery and the eInstant Game player occurs as to whether the eInstant Game play is a winning play, and if the prize is not paid, the Director may, in their sole discretion, replace the disputed play with an unplayed eInstant Game play of equivalent sales price from a current Lottery iLottery eInstant Game or may refund the original purchase price of the eInstant Game play in dispute. This shall be the sole and exclusive remedy of the purchaser of the disputed play in the event of such disputes.

2.70: continued

A claim shall not be premised on human or electronic error in the communication, display, or transmission of data regardless of how that data is recorded, displayed, or transmitted. A claim shall not be premised on any intentional human electronic or other form of communication not authorized by the Lottery.

(6) In the event an eInstant Game play is declared to be void, the Lottery may at its option replace the voided play with a play of equivalent sales price or refund the original purchase price thereof. This shall be the sole and exclusive remedy of the player.

(7) A player shall be eligible to win only one prize per each eInstant Game play, unless the eInstant Game Administrative Bulletin specifically states otherwise.

(8) Governing Law. In purchasing an eInstant Game play, the player agrees to comply with and abide by the laws of the Commonwealth of Massachusetts, all rules and regulations, directives, and final decisions of the Lottery, and all procedures established by the Director for the conduct of the eInstant Game.

(9) Claim Period. All prizes won on eInstant Game plays must be claimed no later than 366 days following the date on which the prize was won. The computation of time shall begin with the first day following the date the prize was won. If a valid claim is not made for a prize within the required time period, the prize shall be allocated in the same manner as iLottery revenues are allocated.

(10) Purchase, Sale, and Prize Restrictions.

(a) No eInstant Game play shall be sold to a person younger than 21 years old.

(b) No eInstant Game shall be purchased by, and no prize shall be paid to an officer or employee of any contractor or subcontractor who is involved in the production of eInstant Games, or to any spouse, child, brother, sister, or parent domiciled as a member of the same household of such officer or employee.

(c) No eInstant Game play shall be purchased by, and no prize shall be paid to any of the following persons: any member or employee of the Commission or to any spouse, child, brother, sister, or parent domiciled as a member of the same household of any member or employee of the Commission.

(11) Termination of eInstant Games. The Director at any time, with or without notice, may discontinue any eInstant Game in its entirety and the eInstant Game will no longer be offered for sale.

2.71: MASS 3

(1) Sales Start Date. Commencing on a date to be determined by the Director in their discretion, the Lottery shall offer MASS 3 for sale *via* its iLottery Platform.

(2) Drawings. MASS 3 drawings are conducted once a day, seven days a week. During each MASS 3 drawing, a set of three single-digit numbers between zero and nine will be selected.

(3) Purchasing MASS 3 Wagers.

(a) The sale and/or purchase of MASS 3 wagers is conducted exclusively on the iLottery Platform. To purchase a MASS 3 wager, the player must be at least 21 years old, be physically located in the Commonwealth of Massachusetts, and have a duly registered iLottery Account.

(b) By purchasing a MASS 3 wager, the player accepts and agrees to comply with all applicable Lottery rules and procedures.

(c) All sales are final. Once the purchase of a MASS 3 wager is completed, the player may not cancel the purchase. The player is solely responsible for their wager selections. Purchases made in error will not be refunded.

2.71: continued

(d) The player is solely responsible for obtaining and maintaining any equipment and connectivity necessary to access the iLottery Platform and purchase a MASS 3 wager. MASS 3 may not be available on certain devices due to operating requirements associated with the MASS 3 game. The Lottery makes no representations or warranties, and does not accept any liability, as to a player's ability to access, and purchase a MASS 3 wager, or that the iLottery Platform will display correctly on all devices on which they can be viewed.

(4) Ticket Price.

(a) All ticket prices shall be set by the Director by the Administrative Bulletin governing the game.

(b) The Wicked Bonus Ball is an optional play type that can be added to each MASS 3 play and purchased for the amount equal to the price of the play, or multiples thereof in the case of a multi-draw wager, at the discretion of the player.

(c) The Lottery may offer wagers through promotions, including promotions that offer a discount.

(d) The Lottery may offer MASS 3 wagers as prizes in any other Lottery game offered *via* the iLottery Platform.

(5) Official MASS 3 Wager. A play/wager consisting of a set of three numbers, each from a field of zero to nine, that appears as a single board or panel that meets all requirements and is recorded on the applicable gaming system.

(6) Game Play.

(a) To play MASS 3, a player selects three numbers, each from a field of ten numbers (zero through nine), that will together form a three-digit number. Players must match the numbers selected in their play to those drawn by the Lottery on the designated drawing date and time to be eligible to win a prize.

(b) The winning MASS 3 numbers will be selected from a field of ten numbers (zero through nine), in the order drawn, according to certified random numbers generation.

(c) All play types shall be set by the Director by the Administrative Bulletin governing the game.

(d) Wicked Bonus. When purchasing a MASS 3 play/wager, the player can choose to participate in the Wicked Bonus add-on game.

1. Player can choose Yes/No for the Wicked Bonus add-on for each line or all lines.

2. Selecting Yes for the Wicked Bonus add-on doubles the cost of the line.

3. Wicked Bonus add-on does not change the liability of the line.

After the base winning numbers are drawn, the Wicked Bonus ball will be drawn from ten numbered balls (zero through nine) for each game. Wicked Bonus ball can replace any of the MASS 3 numbers drawn to create additional winning combinations (even if it is the same combination). The prize amounts are different for the Wicked Bonus winning combinations. The player numbers are compared to the additional winning combination and if there is a match, the player will win a Wicked Bonus prize, which is in addition to and separate from the main prizes. Player can win multiple Wicked Bonus wins on the same line.

(7) Multi-draw. Players may enter multiple drawings of MASS 3. Multi-draw will be subject to the policies, procedures and rules established by the Lottery.

(8) Prizes. All prize amounts shall be set by the Director by the Administrative Bulletin governing the game. The Administrative Bulletin shall detail limitations of prize liability and such other matters as may be necessary or desirable for the proper operation of the game.

(9) The procedure to be followed for claims shall be pursuant to 961 CMR 2.69(13).

(10) A player who validly purchases a MASS 3 play/wager is the owner of the play/wager, is entitled to any prize won on that play/wager, subject to all requirements necessary to claim the prize. A MASS 3 play/wager is not a bearer instrument. Neither the electronic record of the purchase, nor any other confirmation of the purchase is a bearer instrument. A MASS 3 play/wager may not be assigned except as permitted or required by law.

2.71: continued

In determining whether or not a particular prize has been paid on a MASS 3 play/wager, the Commission may rely solely upon its applicable gaming system in determining whether or not a particular prize has been paid and the status as determined by the applicable gaming system shall be binding.

(11) The liability, whether by negligence or otherwise, of the Lottery for invalid bets is limited to a refund of the amount wagered.

2.72: MASS 4

(1) Sales Start Date. Commencing on a date to be determined by the Director in their discretion, the Lottery shall offer MASS 4 for sale *via* its iLottery Platform MASS 4. MASS 4 drawings are held once a day, seven days a week.

(2) Drawings. MASS 4 drawings are conducted once a day, seven days a week. During each MASS 4 drawing, a set of four single-digit numbers between zero and nine will be selected.

(3) Purchasing MASS 4 Wagers.

(a) The sale and/or purchase of MASS 4 wagers is conducted exclusively on the iLottery Platform. To purchase a MASS 4 wager, the player must be at least 21 years old, be physically located in the Commonwealth of Massachusetts, and have a duly registered iLottery Account.

(b) By purchasing a MASS 4 wager, the player accepts and agrees to comply with all applicable Lottery rules and procedures.

(c) All sales are final. Once the purchase of a MASS 4 wager is completed, the player may not cancel the purchase. The player is solely responsible for their wager selections. Purchases made in error will not be refunded.

(d) The player is solely responsible for obtaining and maintaining any equipment and connectivity necessary to access the iLottery Platform and purchase a MASS 4 wager. MASS 4 may not be available on certain devices due to operating requirements associated with the MASS 4 game. The Lottery makes no representations or warranties, and does not accept any liability, as to a player's ability to access, and purchase a MASS 4 wager, or that the iLottery Platform will display correctly on all devices on which they can be viewed.

(4) Ticket Price.

(a) All ticket prices shall be set by the Director by the Administrative Bulletin governing the game.

(b) The Wicked Bonus ball is an optional play type that can be added to each MASS 4 play and purchased for the amount equal to the price of the play, or multiples thereof in the case of a multi-draw wager, at the discretion of the player.

(c) The Lottery may offer wagers through promotions, including promotions that offer a discount.

(d) The Lottery may offer MASS 4 wagers as prizes in any other Lottery game offered *via* the iLottery Platform.

(5) Official MASS 4 Wager. A play/wager consisting of a set of four numbers, each from a field of zero to nine, that appear as a single board or panel that meets all requirements and is recorded on the applicable gaming system.

(6) Game Play.

(a) To play MASS 4, a player selects four numbers, each from a field of ten numbers (zero through nine), that will together form a four-digit number. Players must match the numbers selected in their play to those drawn by the Lottery on the designated drawing date and time to be eligible to win a prize.

(b) The winning MASS 4 numbers will be selected from a field of ten numbers (zero through nine), in the order drawn, according to certified random numbers generation.

(c) All play types shall be set by the Director by the Administrative Bulletin governing the game.

2.72: continued

(d) Wicked Bonus. When purchasing a MASS 4 play/wager, the player can choose to participate in the Wicked Bonus add-on game.

1. Player can choose Yes/No for the Wicked Bonus add-on for each line or all lines.
2. Selecting Yes for the Wicked Bonus add-on doubles the cost of the line.
3. Wicked Bonus add-on does not change the liability of the line.

After the base winning numbers are drawn, the Wicked Bonus ball will be drawn from ten numbered balls (zero through nine) for each game. Wicked Bonus ball can replace any of the MASS 4 numbers drawn to create additional winning combinations (even if it is the same combination). The prize amounts are different for the Wicked Bonus winning combinations. The player numbers are compared to the additional winning combination and if there is a match, the player will win a Wicked Bonus prize, which is in addition to and separate from the main prizes. Player can win multiple Wicked Bonus wins on the same line.

(7) Multi-draw. Players may enter multiple drawings of MASS 4. Multi-draw will be subject to the policies, procedures and rules established by the Lottery.

(8) Prizes. All prize amounts shall be set by the Director by the Administrative Bulletin governing the game. The Administrative Bulletin shall detail limitations of prize liability and such other matters as may be necessary or desirable for the proper operation of the game.

(9) The procedure to be followed for claims shall be pursuant to 961 CMR 2.69(13).

(10) A player who validly purchases a MASS 4 play/wager is the owner of the play/wager, is entitled to any prize won on that play/wager, subject to all requirements necessary to claim the prize. A MASS 4 play/wager is not a bearer instrument. Neither the electronic record of the purchase, nor any other confirmation of the purchase is a bearer instrument. A MASS 4 play/wager may not be assigned except as permitted or required by law.

In determining whether or not a particular prize has been paid on a MASS 4 play/wager, the Commission may rely solely upon its applicable gaming system in determining whether or not a particular prize has been paid and the status as determined by the applicable gaming system shall be binding.

(11) The liability, whether by negligence or otherwise, of the Lottery for invalid bets is limited to a refund of the amount wagered.

REGULATORY AUTHORITY

961 CMR 2.00: M.G.L. c. 10, § 24 and c. 30A, § 3.