



DIRECTOR'S ORDER NUMBER ONE HUNDRED NINETY-NINE (2021)

VIRGINIA LOTTERY'S COMPUTER-GENERATED GAME "CASH POP" FINAL RULES FOR GAME OPERATION.

The final rules for game operation in Virginia Lottery's Computer-generated Game "**CASH POP**" are promulgated in accordance with §§ 2.2-4002B(15) and 58.1-4006A of the *Code of Virginia*. These rules amplify and conform to the duly adopted Virginia Lottery regulations for the conduct of Lottery games.

A copy of these rules may be requested by email to publicrecords@valottery.com. The rules are also available for inspection and copying during normal business hours at the Virginia Lottery headquarters, 600 East Main Street, Richmond, Virginia, and at each of the Virginia Lottery offices. A copy of the game rules may also be requested by mail by writing to: FOIA Officer, Virginia Lottery, 600 East Main Street, Richmond, Virginia 23219.

This Director's Order becomes effective on January 24, 2022, and shall remain in full force and effect unless amended or rescinded by further Director's Order.

/s/Quan Kirk
Quan Kirk, Deputy General Counsel

_01/06/2022
Date



**VIRGINIA LOTTERY'S COMPUTER-GENERATED GAME
"CASH POP"
OFFICIAL RULES FOR GAME OPERATION**

A. GENERAL REQUIREMENTS:

1. In addition to these specific Game Rules, language on the back of the Ticket, and the Virginia Lottery laws and regulations apply to the operation of this Game.
2. Game Rules, Virginia Lottery laws and regulations, and terms and conditions are on file at Virginia Lottery headquarters.

B. DEFINITIONS (for purposes of this Game):

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

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

"Computer-generated Game" means a Virginia Lottery Game in direct communication with a Mainframe computer operated by or at the direction of the Virginia Lottery.

"Cover All" means a game feature that allows a Player to play all fifteen (15) numbers for a **CASH POP** drawing.

"Cut-off" or "Imminent" means the time after which Lottery Plays will not be accepted for that Drawing. The Imminent occurs fifteen (15) seconds prior to each Drawing. Unless otherwise established by the Director, the initial Game Drawings will be held five (5) times daily seven (7) days a week at 9 AM, 12 PM, 5 PM, 9 PM and 11:59 PM (all Eastern Time).

"Director" means the Executive Director of the Virginia Lottery as established in Chapter 40 of Title 58.1 (§58.1-4000 *et seq.*) of the *Code of Virginia* or any other employee(s) to whom the Executive Director's authority is lawfully delegated.

"Drawing" means a formal process of randomly selecting a number in accordance with the Game Rules.

"Easy Pick" means a Game feature that allows a Player to have the gaming system randomly select his/her number for each Game Drawing.

"Entitled to the Prize" means the status of a Claimant whose Ticket or online Winning Play has been validated by the Virginia Lottery, as winning a Prize, unless Internal Revenue Service policy provides a different definition, in which case the Internal Revenue Service definition shall prevail.

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

"Game Rules" or "Rules" means these rules.

"Lottery" means the Virginia Lottery.

"Lottery Board" means the group of seven (7) people, appointed by the Governor of Virginia, with the power to adopt regulations governing the establishment and operation of the Virginia Lottery and to perform other functions that are set out in the *Code of Virginia*.

"Lottery Retailer," "Lottery Sales Retailer," or "Retailer" means a Person licensed by the Virginia Lottery to sell and dispense Virginia Lottery Products.

"Multi-Draw" means a Game feature that allows a Player to select Plays for up to five (5) consecutive Drawings on separate Tickets, starting with the next scheduled Drawing. The cost of a Multi-Draw Ticket depends on the number of Drawings, Play amount and number of Plays selected.

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

"Person" means a natural person and may not extend to or be applied to a corporation, company, partnership, association or other entity or when referring to a Lottery retailer, the term as defined in § 58.1-4009 of the *Code of Virginia*.

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

"Play Area" means a defined area on a Ticket within which distinct number(s) is/are printed that are unique to the Game.

"Player" means a Person who is at least eighteen (18) years of age, who purchases or otherwise validly obtains a Play/Ticket. Licensed Virginia Lottery Retailers and their employees may be Virginia Lottery Players.

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

"Plays per Ticket" means the number of Plays printed on a single Ticket or displayed online. A **CASH POP** Ticket may contain up to fifteen (15) plays.

"Present at the Terminal" means that a Player remains physically present at the Virginia Lottery Terminal from the time the Player's order for a Ticket is accepted by the Virginia Lottery Retailer through completion of the order processing, payment, and delivery of the Ticket to the Player. Players must be present at the Terminal for any purchase.

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

"Prize Fund" means the number of dollars available to fund all Prizes.

"Prize Level" means the different prizes awarded for correctly selecting one (1) number that matches the number drawn for the Drawing date and time for which the Play(s) was/were purchased.

"Prize Pool" means the respective number of dollars from the Prize Fund allocated to each of the Prize Levels.

"Prizewinner" means a verified Claimant who is entitled, as a result of successful Play/Ticket validation, to receive a Prize under the rules of a Game.

"Purchase" means the total number of Plays, regardless of wager amount, contained in a single transaction. **CASH POP** requires a one dollar (\$1.00) minimum Purchase.

"Self-service Vending Machine" or "Vending Machine" means an interactive device by which a Player may select a Game and purchase a Ticket without the help of a retail clerk or a Lottery employee at a Virginia Lottery office or other approved location.

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

"Terminal" means a device that is authorized by the Virginia Lottery to interact with the Virginia Lottery's central computer system to issue Virginia Lottery Tickets and to enter, receive and process Virginia Lottery transactions that may include issuing Tickets, validating Tickets and transmitting reports.

"Ticket" means a Ticket produced by the Virginia Lottery's gaming system and sold by the Virginia Lottery for this Game.

"Ticket Message" means a message that may appear on each Ticket that consists of up to seven (7) lines with thirty-six (36) characters per line.

"Unclaimed Prize" means any cash Prize for a Winning Ticket that has not been presented for payment within 180 days of the Drawing date for which the Ticket was purchased.

"Winning Number" means the 1 (one)-digit **CASH POP** number (from 1 through 15) randomly selected at each Drawing that will be used to determine the Winning Play(s).

"Winning Play" means the number making up a single Game Play that matches the Winning Number.

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

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

C. GAME DESCRIPTION:

CASH POP is a daily Computer-generated Game played using a field of numbers from one (1) to fifteen (15).

D. ELIGIBILITY:

1. Minors purchasing or redeeming Tickets: Persons under the age of eighteen (18) are not permitted to purchase or redeem Lottery Tickets. No Ticket shall be given as a gift or otherwise to any Person under the age of eighteen (18) years. The transferee of any Ticket from a Person ineligible to purchase a Ticket is ineligible to receive any Prize.

2. Eligibility: No officer, employee or Board member of the Lottery, or any officer or employee or board member of any vendor to the Lottery of Computer-generated or scratch game goods or services working directly on a contract with the Lottery for such goods or services, or any person residing in the same household of any such board member, officer or employee, or any person under the age of eighteen (18) years, shall be eligible to purchase Tickets. The Lottery will not pay a Prize on a Ticket purchased by, for, or gifted to or transferred to anyone referenced under this **Section D**, or to the transferee of such Person.

E. GAME PURCHASE:

1. Eligible Players may purchase Plays or Tickets, as applicable, via a Lottery Terminal at retail, a Self-Service Vending Machine, or by any other means made available by the Virginia Lottery.
2. Price: Except as otherwise noted herein, or as otherwise announced by the Lottery, the total price of one (1) **CASH POP** Play or Ticket is determined by the numbers played times the amount wagered for each play (\$1, \$2, \$5 or \$10) times the number of consecutive drawings played.
3. By purchasing a Play or Ticket, the Player agrees to comply with and abide by the Lottery laws and regulations, these Game Rules, all final decisions of the Director, and all procedures established by the Director for the conduct of the Game, and the *Online Gaming Rules and Lottery Account Terms and Conditions*.
4. Risk: Players should sign the back of a Ticket after purchase. The Lottery shall not be responsible for any loss incurred as a result of a Player's failure to sign a Ticket. It shall be the sole responsibility of a Player to verify the accuracy of each Game Play printed on the Ticket (to include the cost, the number(s) selected, etc.).
5. The placing of wagers is done at a Player's own risk. The Player acknowledges that a Lottery Retailer shall be deemed to be acting on behalf of the Player in selecting number(s) via the Lottery Terminal.
6. Player responsibility: A Player assumes responsibility for any activities in his/her Account when making Game purchases online.
7. Lottery Responsibility: The Lottery is responsible for reasonable safeguards of a Player's Account data.

F. HOW TO PLAY:

1. For each Drawing, a Player selects:
 - The number(s) or Easy Pick (EP) number(s) for each Drawing (from one (1) to fifteen (15)) or the Cover All option to play all fifteen (15) numbers per Drawing;
 - A base wager amount for each number selected (\$1, \$2, \$5 or \$10); and
 - The number of consecutive drawings (up to the next five (5) drawings).
2. Each number selected for each drawing constitutes a separate Play.
3. For each number played, a prize will be randomly assigned to that number.
4. If the Player matches any of the number(s) played to the number drawn, the Player wins the prize shown for that played number.
3. Use of Playslips may be required: Lottery Retailers may require the use of Playslips for those Play selections and options that can be executed thereon in order to minimize the risk of error in entering Players' number selections and to expedite service to all Lottery customers. Options not available on the Playslip will be entered manually by the Lottery Retailer at the Player's request. The use of mechanical, electronic, computer-generated or any other non-manual method of marking Playslips is prohibited.
4. Unaccepted Play: If, for any reason, the Player's Play is not accepted, the liability of the Lottery and

its Retailer is limited to a refund of the amount paid for the Play.

5. Cutoff of Play: Plays for a particular Drawing will be accepted by the computer system until approximately fifteen (15) seconds prior to that Drawing. Unless otherwise established by the Director, the initial Game drawings will be held five (5) times daily seven (7) days a week at 9 AM, 12 PM, 5 PM, 9 PM and 11:59 PM (all Eastern Time).

G. TICKET:

1. Ticket data: A **CASH POP** Ticket consists of up to fifteen (15) numbers with an associated pPrize amount for each number played.

The front of the Ticket must contain the CASH POP logo, the number of CASH POP number(s) chosen, the wager amount per number, the total ticket amount cost, the date and time of purchase, the Drawing name, the Retailer and Terminal number that produced the Ticket, the security code, the Ticket serial number, and a bar code representation of the Ticket serial number.

The back of the Ticket must contain test a sequential Ticket stock number preceded or followed by two (2) alphabetical characters, and a synopsis of the Game Rules and general Lottery requirements..

2. Sample printed Ticket:

valottery.com • virginia lottery • valottery.com • virginia lottery

CASH POP

Match your number to the number drawn,
win prize shown for that number!


1 Number \$10 per Number Price - \$10 EP

12

\$100

FEB 6 2022
COFFEE BREAK

184269 FEB 6 2022 06:04:39
18426900 3843-031043072-110670 010804



VIRGINIA LOTTERY Helping Virginia's Public Schools valottery.com

File a claim for ANY PRIZE at any Lottery Customer Service Center. Or complete the information below, make a copy for your records, and mail the ticket to: VA LOTTERY, P.O. Box 1254, Richmond, VA 23218-1254. Should a claim form be required you will be advised by return mail.

Kevin Hall
Kevin Hall
Executive Director

NAME (Print) _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNATURE _____ PHONE _____

This ticket is valid only for the drawing date(s) shown. Prizes must be claimed within 180 days of the draw date on the ticket. Ticket purchasers and winners must be at least 18 years old. Gifts of tickets to minors are prohibited. All tickets, purchases, transactions and winners are subject to Lottery rules and regulations and state law. Tickets are void if stolen, misprinted, mutilated, incomplete or cancelled, or do not meet the State Lottery Validation tests. Liability for void tickets, if any, is limited to replacement of the ticket. This lottery ticket is a bearer instrument until signed. Knowingly presenting or transferring for payment an altered, forged or counterfeit ticket is a felony. To claim prizes over \$500 you need a valid government-issued photo identification and proof of resident Social Security/Tax ID Number.

If you or anyone you know has a gambling problem, please call 1-800-532-3900.

No highlighters

Avoid direct sunlight

Keep dry

Avoid heat

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H. PRIZE STRUCTURE:

The prize payout is determined by the numbers drawn in the drawings, the prize randomly assigned to the players' play numbers and the players' winning number and wager selections. Prize Levels will be fixed as set forth in the following table:

Wager \$1			
<u>Prize Amount</u>	<u>Frequency Per Prize Amount</u>	<u>Odds of Prize Amount Showing on Ticket Per Number Played</u>	<u>Odds of Winning a Prize Amount Per Number Played</u>
\$5	48.31%	2.07	31.05
\$7	20.00%	5.00	75.00
\$10	14.29%	7.00	105.00
\$15	8.33%	12.00	180.00
\$20	5.56%	18.00	270.00
\$25	2.38%	42.00	630.00

\$50	0.67%	150.00	2,250.00
\$100	0.36%	275.00	4,125.00
\$250	0.10%	1,000.00	15,000.00
Wager \$2			
<u>Prize Amount</u>	<u>Frequency Per Prize Amount</u>	<u>Odds of Prize Amount Showing on Ticket Per Number Played</u>	<u>Odds of Winning a Prize Amount Per Number Played</u>
\$10	47.92%	2.09	31.30
\$14	16.67%	6.00	90.00
\$20	14.29%	7.00	105.00
\$30	10.00%	10.00	150.00
\$40	6.67%	15.00	225.00
\$50	3.33%	30.00	450.00
\$100	0.67%	150.00	2,250.00
\$200	0.36%	275.00	4,125.00
\$500	0.10%	1,000.00	15,000.00
Wager \$5			
<u>Prize Amount</u>	<u>Frequency Per Prize Amount</u>	<u>Odds of Prize Amount Showing on Ticket Per Number Played</u>	<u>Odds of Winning a Prize Amount Per Number Played</u>
\$25	48.68%	2.05	30.82
\$35	14.29%	7.00	105.00
\$50	12.50%	8.00	120.00
\$75	10.00%	10.00	150.00
\$100	8.33%	12.00	180.00
\$125	5.00%	20.00	300.00
\$250	0.74%	135.00	2,025.00
\$500	0.36%	275.00	4,125.00
\$1,250	0.10%	1,000.00	15,000.00
Wager \$10			
<u>Prize Amount</u>	<u>Frequency Per Prize Amount</u>	<u>Odds of Prize Amount Showing on Ticket Per Number Played</u>	<u>Odds of Winning a Prize Amount Per Number Played</u>
\$50	47.06%	2.13	31.88
\$70	14.29%	7.00	105.00
\$100	12.50%	8.00	120.00
\$150	10.00%	10.00	150.00
\$200	8.33%	12.00	180.00
\$250	6.25%	16.00	240.00
\$500	1.11%	90.00	1,350.00
\$1,000	0.36%	275.00	4,125.00
\$2,500	0.10%	1,000.00	15,000.00

I. DRAWINGS:

1. The initial Drawing(s) will be held daily at the following times, unless otherwise established by the Director. Substitute Drawings will be held at the discretion of the Director.

9:00 AM (ET)
12:00 PM (ET)
5:00 PM (ET)
9:00 PM (ET)
11:59 PM (ET)

2. The Lottery may digitally stream or televise, either live or delayed, the process of selecting the Winning Number. The Lottery will report the results to selected news outlets to inform the public of the Winning Number. All Drawing results will be available on the Virginia Lottery's official website, www.valottery.com. In the event these methods of informing the public of the results are prevented for any reason, the Lottery will use alternate means to inform the public at the earliest reasonable opportunity.
3. Each Winning Number, even though announced, is subject to validation by the Lottery, including, if necessary, review by the Director, whose decision is final. The Lottery shall not be liable for media misprints or incorrectly announced or scrolled Winning Numbers. The Lottery shall not be liable for any information pertaining to Virginia Lottery games, including drawing numbers and prizes, that are shown on other websites and/or mobile applications.

J. TICKET OWNERSHIP:

1. A Ticket is a bearer instrument. When a signature is written on the back of a Ticket, the Person whose signature appears in such area shall be the owner of the Ticket and shall be entitled to any Prize resulting from the Ticket. The Lottery shall pay the Claimant whose signature appears on the back of the Winning Ticket.
2. If more than one (1) signature appears on a Winning Ticket or there are multiple parties presenting one Ticket, **each** Prizewinner shall complete a *Prizewinner Claim Form* and a *Player Affidavit of Multiple Ownership* in order to receive payment. Certain restrictions may apply to the minimum amount of an individual Prizewinner's Prize payment.
3. Non-Responsibility: The Lottery shall not be responsible for lost, stolen, altered, forged or fraudulently made Tickets.

K. CLAIMANT VERIFICATION:

1. Methods used by the Lottery to establish and confirm a Claimant's identity include, but are not limited to:
 - viewing and/or copying the Claimant's valid government-issued photo identification;
 - viewing and/or copying proof of taxpayer identification number (e.g. Social Security number);
 - asking identity-verifying questions in the absence of the aforementioned document proof; and/or
 - viewing and/or retaining the information provided on a Lottery *Prizewinner Claim Form*.
2. **In order to verify a Claimant's age, in all cases involving a cash Prize greater than \$100 paid at a Lottery office,** the Lottery must be provided with the Claimant's valid government-issued photo identification and taxpayer identification number (e.g., Social Security number). Payment will be delayed until such a number is provided, and the Claimant shall not be entitled to interest on the Prize funds attributable to such delay.

Any Prize for which a taxpayer identification number has been requested but not furnished within 180

days of the date of the Drawing from which the Winning Play resulted will be forfeited and treated as an Unclaimed Prize.

L. TICKET VALIDATION REQUIREMENTS:

1. To be a valid Ticket, all requirements unique to a particular Game and all requirements set out in Lottery laws and regulations must be met.
2. The Ticket must have been issued by the Lottery in an authorized manner. A printed Ticket must be intact and must not, in whole or in part, be defectively printed, produced in error, counterfeit, unreadable, incomplete, misregistered, defective, torn, stolen, mutilated, altered, reconstituted, tampered with or previously paid.
3. The Ticket data must have been recorded in the Lottery's central computer system prior to cashing.
4. The information appearing on the Ticket must correspond precisely with the Lottery's computer records.
5. The serial number must appear in its entirety and must correspond to a matching serial number on the Lottery's validation file.
6. All information appearing on an apparent Winning Ticket must correspond to the Lottery's records of Winning Tickets, and no Ticket with identical data shall be or have been paid.
7. The display printing on the Ticket must be regular in every respect, correspond precisely to the artwork on file at the Lottery, and must pass all other security criteria determined by the Lottery Director.
8. The Ticket must be validated in accordance with the provisions of the Lottery regulations relating to procedures for claiming Prizes and for the payment thereof.
9. An apparent Winning Ticket shall be void unless the Ticket is printed on a paper stock roll issued by the Lottery and in use at the time of the Play and validly issued to the Lottery Retailer from whom the Ticket was purchased.
10. If a Ticket fails to pass all of the validation requirements set forth in these Game Rules or in the Lottery's regulations, the Ticket shall be void and ineligible for any Prize and shall not be paid.

M. PRIZE CLAIMS:

1. With the exception of online transactions, a Ticket shall be the only proof of a Play. Submission of a Winning Ticket to the Lottery or its authorized Lottery Retailer shall be the sole method of claiming a Prize or Prizes.
2. All claims must be made within 180 days of the valid Drawing date for which the Play/Ticket was purchased. Any Unclaimed Prize not claimed within the specified period shall be forfeited and revert to the Virginia State Literary Fund.

3. In accordance with the provisions of the Servicemembers Civil Relief Act, 50 U.S.C.S. app. §§ 501-597b., any Person while in active military service may claim exemption from the 180-day Ticket redemption requirement. Any such Person must claim his/her forfeited Prize by presenting the Winning Ticket (or for online Play, by presenting proof of account activity) no later than 180 days after discharge from active military service. Within thirty (30) days of such presentation, the Director shall verify the claim and direct payment in accordance with the Lottery regulations then in effect regarding the manner of payment of Prizes to the holders of Winning Tickets or shares.
4. Employees of the Lottery or of a licensed Lottery Retailer shall verify the Ticket, and, if valid, pay the amount due to the Claimant. If a claim form is required, the Claimant will be so advised. No payment shall be made unless the Claimant presents a valid Winning Ticket. At the Lottery's discretion, if a Prizewinner Claim Form is required, the Claimant will be so advised. Required withholdings and deductions may be made from the Prize won.
5. A Claimant shall bear all risk of loss or damage incurred by sending a Ticket through the mail or other delivery service, regardless of the delivery confirmation status.
6. **To claim a Prize of \$600 or less**, a Claimant may do one of the following:
 - present the Ticket to any Retailer licensed by the Lottery;
 - complete and sign the back of the Ticket and present it at any Lottery office; or
 - complete and sign the back of the Ticket and mail it to the Virginia Lottery, P. O. Box 1254, Richmond, Virginia 23218-1254 (preferably by insured, registered, or certified mail, return receipt requested).

The Claimant should retain a copy of the front and back of the Ticket for his/her records.

7. **To claim a Prize in excess of \$600**, a Claimant may do one of the following:
 - complete and sign the back of the Ticket and present it at any Lottery office; or
 - complete and sign the back of the Ticket, and mail:
 - the Ticket;
 - a copy of his/her government issued photo identification; and
 - a copy of a document verifying the Claimant's taxpayer identification number (e.g., Social Security number)

to the Virginia Lottery, P. O. Box 1254, Richmond, Virginia 23218-1254 (preferably by insured, registered or certified mail, return receipt requested).

The Claimant should retain a copy of the front and back of the Ticket for his/her records.

8. Virginia Lottery law prohibits the holder of a Winning Ticket from reselling or having a Person other than him/herself claim a Winning Ticket for the purpose of concealing his/her identity as a Prizewinner. Any Person found to have engaged in the foregoing shall be fined as determined by the Director: (a) for Prizes of less than \$1,000, not more than \$250; (b) for Prizes of \$1,000 or more but less than \$5,000, more than \$250 but not more than \$500; and (c) for Prizes of \$5,000 or more, no less than \$1,000.
9. **IMPORTANT:** Claimants should consult www.valottery.com for any updates or temporary modifications to claiming procedures made necessary as a result of any Executive Order issued by the Governor of Virginia, including but not limited to, orders addressing public health emergencies.

N. PRIZE PAYMENT:

1. When paying any Prize claim **in excess of \$600**, the Lottery shall report the winnings or withhold taxes pursuant to rules established by the Internal Revenue Service and Virginia Department of Taxation and shall file the appropriate income reporting form(s) with the Internal Revenue Service and the Virginia Department of Taxation.
2. When paying a cash Prize claim **in excess of \$100** at a Lottery office, the Lottery shall withhold any monies due under the Commonwealth's Set-Off Debt Collection Act if the agency has registered such debt with the Virginia Department of Taxation and timely notice of the debt has been furnished by the Virginia Department of Taxation to the Lottery.
3. One Prize: Subject to the validation requirements contained herein, Players are eligible to receive only one (1) (the highest) applicable Prize for each Winning Game Play.
4. No right of any Person to a Prize shall be assignable except that:
 - a. the Lottery may pay any Prize according to the terms of a deceased Prizewinner's beneficiary designation or similar form filed with the Lottery, or to the estate of a deceased Prizewinner who has not completed such a form; and
 - b. the Prize to which a Prizewinner is entitled may be paid as directed by an appropriate judicial order.
5. Each Prizewinner is legally required to include the value of the Prize, as well as any taxes paid by the Lottery on his/her behalf, in his/her taxable income for tax reporting purposes. As a result of accepting a Prize, and taking into account a Prizewinner's total taxable income for the year in which the Prize is accepted, a Prizewinner may fall into a higher tax bracket for his/her federal and state tax liabilities for the year in which the Prize is accepted.

O. CANCELLATION POLICY: Once printed, a Ticket purchased from a Retailer or Self-service Vending Machine **cannot be canceled**.

A Ticket purchased from a Retailer can be canceled by the Retailer using the same Terminal on which the Ticket was purchased, provided such cancellation takes place (a) on the same day of purchase and (b) prior to the Imminent, and provided the Ticket was not purchased in connection with a Promotion. Tickets can only be canceled by scanning the Ticket barcode.

1. Canceled Drawings or sales: The Director has the right to cancel Drawings or sales, either or both, of Tickets/Plays on holidays, days of special importance, or on days when conditions make conducting the Drawings or sales impractical or inappropriate and to conduct Drawings or makeup Drawings at times and dates as determined by the Director. Neither the Lottery, the Director, nor any employee of the Lottery or member of the Lottery Board, shall have any liability whatsoever for any such reschedule/cancellation.
2. Termination of Game: The Director may, at any time, announce a suspension or termination of a Game without advance notice and at his/her sole discretion, at which point no further Tickets/Plays will be sold and no additional Prizes shall be awarded. Neither the Lottery, the Director, nor any employee of the Lottery or member of the Lottery Board shall have any liability whatsoever for any such suspension/termination.

P. DISPUTES: The Director may refrain from paying a Prize pending final determination under any of the following circumstances:

- a. if a dispute related to any Prize occurred or if it appears that a dispute may occur;
- b. if there is any question regarding the identity of the Claimant; or
- c. if there is any question regarding the validity of any Ticket presented for payment.

No liability for interest arising because of any such delay, or any delay beyond the Lottery's control, shall accrue to the benefit of the Claimant pending payment of the claim. The Lottery is neither liable for, nor has it any responsibility to resolve, disputes between or among competing Claimants.

All transactions and claims are subject to Lottery rules, directives, state and federal law, the *Virginia Lottery Account Terms and Conditions*, and any prospective changes thereto. For online Plays, printouts, photographs, screenshots, and other images are not, and will not, be accepted as evidence of a Game purchase or outcome. The only evidence of a purchase or outcome is the data contained in the Virginia Lottery's system that passes all security tests, including, but not limited to, verification against third-party systems and transaction history. In questions involving a prize validation, the Executive Director's determination is final. In the event of a dispute or other instance of doubt, the decision of the Director shall be final and binding. However, the Director may, solely at the Director's option, refund the purchase price of a Ticket/Play or replace a disputed Play or Game or an invalid, defective or otherwise erroneous Ticket/Play with a Ticket/Play or Game of equivalent value from any current Virginia Lottery Game. Replacement or refund of the Ticket/Play shall be the bearer's or Claimant's sole and exclusive remedy.

Q. GOVERNING LAW:

By purchasing this Game, each person agrees to comply with and abide by the Lottery laws, Lottery regulations, *Lottery Account Terms and Conditions*, all final decisions of the Director of the Lottery, and these and any other applicable Rules established by the Lottery Board and/or Director of the Lottery for the conduct of this Game. Any dispute arising that relates to any aspect of this Game shall be governed by the laws of the Commonwealth of Virginia, and the venue for the determination of any such dispute shall be in the city of Richmond, Virginia.

R. AMERICANS WITH DISABILITIES ACT ("ADA"):

The Lottery is not responsible for any third party's compliance with ADA Rules and Regulations where applicable in connection with a Prize.