



DIRECTOR'S ORDER NUMBER ONE HUNDRED THIRTY-NINE (2023)

VIRGINIA LOTTERY'S ONLINE-ONLY RAFFLE GAME "\$100K NEW YEAR RAFFLE" FINAL RULES FOR GAME OPERATION.

The final rules for game operation in Virginia Lottery's Online-only Raffle Game "**\$100K New Year Raffle**" 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 sending an 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Director's Order becomes effective on January 30, 2024, and shall remain in full force and effect unless amended or rescinded by further Director's Order.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

____12/04/2023_____
Date



**VIRGINIA LOTTERY'S ONLINE-ONLY RAFFLE GAME
"\$100K NEW YEAR RAFFLE"
OFFICIAL RULES FOR GAME OPERATION**

A. GENERAL REQUIREMENTS:

1. In addition to these specific Game Rules, all requirements in the language on www.valottery.com, the Virginia Lottery laws and regulations, the *Online Gaming Rules* and the *Virginia Lottery Account Terms and Conditions* apply to the operation of this Game.
2. Game Rules, Virginia Lottery laws and regulations, and *Virginia Lottery Account Terms and Conditions* are on file at Virginia Lottery headquarters.

B. RAFFLE PERIOD: \$100K New Year Raffle ("Raffle Game") will begin on January 30, 2024, with multiple raffles offered throughout the term of the Raffle Game. Each raffle with an established quantity of Tickets will include a corresponding Drawing. The available quantity of Tickets for each raffle will be indicated via the "Tickets Remaining" area of the online Raffle Game details page. For each raffle, the corresponding Drawing will occur after the last Ticket for that raffle is sold or on or around 180 days after the first date of sales for that raffle, whichever occurs first.

C. DEFINITIONS (for purposes of this Game):

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

"Claimant" means a Player with a validated Prize win from a purchase Game.

"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 numbers in accordance with the Game Rules.

"Entitled to the Prize" means the status of a Claimant whose 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.

"Fixed Prizes" means a set amount awarded in this Game.

"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
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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*.

“Online-only Raffle Game” means a Virginia Lottery Raffle Game only offered through valottery.com or Virginia Lottery Mobile App that is in direct communication with a Mainframe computer operated by or at the direction of the Virginia Lottery.

“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” or “Raffle Play” or “Ticket” means one (1) wager for a chance to win a Prize. For purposes of these Rules, “Ticket” refers to each raffle Play offered through valottery.com and is not a physical Lottery Ticket.

“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.

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

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

“Sold Out” means that all available Tickets/Plays of each raffle have been purchased.

“Unclaimed Prize” means any cash Prize for a Winning Ticket/Play that has not been fully claimed within 180 days of the Game’s valid drawing date.

“Winning Number” means the raffle numbers randomly selected at each Drawing, that will be used to determine the Winning Plays.

“Winning Play” means the raffle numbers making up a single Game Play which match the Winning Number(s).

D. GAME DESCRIPTION: \$100K New Year Raffle is an online-only Raffle Game, offered through www.valottery.com or Virginia Lottery Mobile App, in which a Player obtains one (1) Play in the hopes of winning a Prize via a random Drawing. Refer to **Section H** (“Prize Structure”).

E. ELIGIBILITY:

1. Minors Purchasing or Redeeming Plays: Persons under the age of eighteen (18) are not permitted to purchase or redeem Lottery Plays.
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 draw 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 Lottery Plays. The Lottery will not pay a Prize on a Play purchased by, for, or gifted to or transferred to anyone referenced under this **Section E**. Licensed Virginia Lottery retailers and their employees may be Virginia Lottery Players.

F. GAME PURCHASE:

1. Eligible Players may purchase raffle Tickets/Plays by visiting www.valottery.com or through the
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Virginia Lottery Mobile App.

2. Price: Except as otherwise noted herein, or as otherwise announced by the Lottery, one (1) **\$100K New Year Raffle** Ticket/Play costs ten dollars (\$10.00).
3. Raffle numbers will be issued in numerical order as sold.
4. Players cannot select their own raffle numbers.
5. By purchasing a Raffle Game Ticket/Play, the Player agrees to comply with and abide by the Lottery laws and regulations, these Game Rules, the *Online Gaming Rules*, all final decisions of the Director, all procedures established by the Director for the conduct of the Game, and the *Virginia Lottery Account Terms and Conditions*.
5. Player responsibility: A Player assumes responsibility for any activities in their Account.
6. Lottery Responsibility: The Lottery is responsible for reasonable safeguards of a Player's Account data.

G. HOW TO PLAY:

1. A Player must purchase one (1) raffle Ticket/Play from the Raffle Game during the specified raffle period via www.valottery.com or Virginia Lottery Mobile App.
2. Players must match their raffle numbers in exact order to those drawn by the Lottery to win a Prize. Winning Numbers will be randomly drawn from the pool of numbers sold.
3. When the final Ticket/Play is sold for each raffle, or the sales deadline is reached for the specified raffle, whichever occurs first, that specific raffle is closed and no additional Tickets/Plays are available for purchase. Players may purchase any other raffle Tickets/Plays made available by the Lottery.
4. Unaccepted Play: If, for any reason, the Player's Ticket/Play is not accepted, the liability of the Lottery is limited to a refund of the amount paid for the Ticket/Play.
5. Cut-off of Play: Tickets/Plays for each raffle in this Raffle Game will be accepted by the gaming system until the last of the allotted Tickets/Plays have been sold or on or around 180 days from the specified raffle start date, whichever occurs first.

H. PRIZE STRUCTURE: The odds for each raffle in this Game are as follows:

25,000		
Plays	25,000	
Prize	Quantity	Odds 1 in
\$100,000	1	25,000
\$250	100	250
\$50	250	100
\$25	2,500	10

I. DRAWING:

1. The corresponding Drawing(s) for each raffle in this Raffle Game will be held immediately after all Tickets/Plays for that raffle have been sold or on or around 180 days from the specified raffle start date, whichever occurs first.
2. The Drawing shall be conducted using a random number generator through the gaming system and all Winning Numbers will be selected during each Drawing.
3. The order in which the Winning Numbers will be drawn is as follows:
 - The first (1) Winning Number drawn will determine the \$100,000 Prizewinner.
 - The next one hundred (100) Winning Numbers drawn will determine the \$250 Prizewinners.
 - The next two hundred fifty (250) Winning Numbers drawn will determine the \$50 Prizewinners.
 - The following two thousand five hundred (2,500) Winning Numbers drawn will determine the \$25 Prizewinners.

Once a number is drawn, that number will not be available to be drawn for any other Prize.

4. Prizewinners will be notified immediately and the results of each Drawing will be available on the Lottery's official website, www.valottery.com, within the first full business day after each Drawing.
5. All Winning Numbers, even though announced, are 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. 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*.

K. PRIZE CLAIMS:

1. 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.
2. 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 Play redemption requirement. Any such Person must claim their forfeited Prize 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 rules and regulations then in effect regarding the manner of payment of Prizes to the holders of Winning Plays or shares.

4. Plays will be validated through the gaming system, and, if the Play results in a Prize, the Prize will be available to the Player via the Account wallet or will be validated by the Lottery as specified in the *Virginia Lottery Account Terms and Conditions*, as applicable. 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. 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.

L. 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 the Prizewinner's behalf, in their 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 their federal and state tax liabilities for the year in which the Prize is accepted.
6. For Prizes up to and including \$10 million, a Prizewinner agrees to participate in a press conference and agrees to the use of the Prizewinner's name and/or photo for publicity at the Lottery's discretion. Examples of publicity include, but are not limited to, news releases, Internet, news media and signs at Lottery retailer locations. In addition, a Prizewinner agrees to participate in Lottery promotional efforts, which may include the Prizewinner's name, hometown, the amount of the Prize won, and the game won, through "social media," which may include, but will not be limited to, YouTube®, X (formerly Twitter®), Facebook®, Instagram® or similar efforts, without additional consent from or compensation to the Prizewinner.

O. CANCELLATION POLICY: Once purchased, raffle Plays/Tickets **cannot be canceled.**

1. Canceled Drawing(s) or sales: The Director has the right to cancel Drawing(s) or sales, either or both, of Games on holidays, days of special importance, or on days when conditions make conducting any Drawing(s) or sales impractical or inappropriate and to conduct Drawing(s) or makeup Drawing(s) 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 re-schedule/cancellation.
2. Termination of Game: The Director may, at any time, announce a suspension or termination of a Game without advance notice and at the Director's sole discretion, at which point no further Games 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. 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 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 Play or replace a disputed Play or Game or an invalid, defective or otherwise erroneous Play with a Play or Game of equivalent value from any current Virginia Lottery Game. Replacement or refund of the Play shall be the 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, *Virginia Lottery Account Terms and Conditions*, all final decisions of the Director, and these and any other applicable Rules established by the Lottery Board and/or Director 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.