## MUSL MEGA MILLIONS® (M2G2) PRODUCT GROUP RULES

Adopted Dec 15, 2009; January 9, 2025, to be effective with sales beginning April 5, 2025, and the drawing held on April 8, 2025.

These Rules Changes are effective with sales beginning April 5, 2025, and the drawing held on April 8, 2025.

## PART I — ADMINISTRATION

## MM RULE 1—LICENSE; DISPUTES, VOTING, ELECTIONS.

1.0 Cross-Sell Agreement; Terms Incorporated. The MUSL Board has entered into an agreement ("Cross-Sell Agreement") with certain U.S. lotteries operating the Mega Millions® lottery game ("Mega Millions Lotteries") that allows the MUSL Mega Millions (M2G2) Product Group ("Product Group") to sell the Mega Millions lottery game. All provisions and requirements of the Cross-Sell Agreement, as it may be amended, are incorporated herein. Any conflict between the terms of these Rules and the Cross-Sell Agreement shall be interpreted in favor of the Cross-Sell Agreement.

The Mega Millions Lotteries shall determine the Mega Millions Jackpot Prize amount (cash value option and annuity) prior to each drawing. The Amended and Restated Mega Millions Official Game Rules and the Finance and Operations Procedures for Mega Millions as adopted and amended by the Mega Millions Lotteries are also incorporated herein. Any conflict between the Amended and Restated Mega Millions Official Game Rules, the Finance and Operations Procedures for Mega Millions, and these Product Group Rules shall be interpreted in favor of the Amended and Restated Mega Millions Official Game Rules and the Finance and Operations Procedures for Mega Millions.

Amended June 3, 2010, to be effective September 14, 2010; March 29, 2013; June 5, 2014. October 28, 2019; June 27, 2024.

1.1 First Review. The Product Group shall have the first opportunity to informally resolve any disputes arising between or among Party Lotteries regarding the Product Group, rules, policies, or guidelines. The Party Lottery seeking resolution of a dispute shall seek a remedy from the Product Group by filing a notice of dispute with the Product Group. Filing shall be done by certified mail, return receipt requested, addressed to the MUSL Executive Director. If the Product Group fails to resolve the dispute to the satisfaction of any party to the dispute within sixty (60) days after receiving notice of the dispute, the aggrieved Party Lottery may seek any other remedy authorized by the Multi-State Lottery Agreement (the MUSL Agreement), or the Cross-Sell Agreement with the Mega Millions Lotteries.

Amended March 29, 2013.

**1.2 Voting.** Each Party Lottery has one (1) vote. Unless a different percentage is provided in these rules, the percentage of votes necessary to allow action by the Product Group shall be more than fifty percent (50%) of the votes cast, in person or by proxy of the Product Group members.

Amended March 29, 2013; June 27, 2024.

**1.3** Amendment of Rules. These Product Group Rules may be amended upon a vote of two-thirds (2/3) or more of the votes cast.

Amended March 29, 2013; June 27, 2024.

**1.4 Quorum.** The quorum necessary to hold an official meeting of the Product Group shall be representation in person or by proxy from more than fifty percent (50%) of all members. If neither the Chair nor Vice-Chair can attend a scheduled meeting in person, then the meeting shall be rescheduled.

Amended March 29, 2013.

**1.5 Elections.** A Product Group Chair and Product Group Vice-Chair shall be elected for one-year terms starting July 1. The Chair shall appoint a Nominating Committee to recommend candidates to the Product Group. Nominations may also be made by motion and properly seconded.

## MM RULE 2 RESERVED.

#### MM RULE 3—BUDGET.

**3.1 Duties of Executive Director.** Annually or on a more frequent basis, the Executive Director shall prepare and submit to the Product Group Chair a proposed budget and fees for the Party Lotteries to pay the Product Group for the services it renders to them and shall be paid as a fee for services by each of the Party Lotteries in accordance with estimated sales. An acceptable method of payment shall be determined by the Product Group, subject to approval by the Board.

If a lottery withdraws from participation in the product group without giving proper notice of such withdrawal before approval of the group's budget, then that Participating Lottery shall not be entitled to a refund of its contributions to the budget.

If the Product Group terminates before the end of a fiscal year, all unspent funds shall be returned to the lotteries which contributed to the Group's budget, however Group contributions to MUSL overhead expenses shall not be refunded.

Amended March 29, 2013; June 5, 2014; June 15, 2017, to be effective with the drawing on October 31, 2017.

## MM RULE 4—DRAWINGS.

Drawings will be held at the times and places established by the Mega Millions Lotteries. Each Party Lottery Director shall determine the time for the end of sales prior to the drawings, which shall not be less than fifteen (15) minutes between the close of the game Play sales and the time of the drawing for those Plays sold. Lotteries shall not process plays for that drawing after the time established by the Party Lottery Director.

The Product Group shall approve draw procedures used by MUSL that facilitate the timely exchange of game and draw information with the Mega Millions Lotteries.

Amended June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; October 28, 2019 to be effective with the drawing on April 21, 2020; June 16, 2022; June 27, 2024.

#### MM RULE 5 RESERVED.

#### MM RULE 6—RECORDS MANAGEMENT.

**6.1 Records Defined.** "Records" shall mean any document, paper, photograph, or recording made or received, in whatever form, in connection with the official business of the Product Group. Records do not include materials made or acquired for reference or exhibition purposes, or miscellaneous papers or correspondence without official significance.

Amended June 15, 2017 to be effective with the drawing on October 31, 2017

- **6.2 Duties of Executive Director.** The Executive Director shall maintain Product Group records in a secure and orderly manner.
- **6.3 Confidentiality.** To the maximum extent practical, Product Group records shall be made available for inspection by Party Lotteries in a reasonable and responsible manner. *Amended June 14, 2016.*
- **6.4 Records Retention.** The Executive Director shall establish the minimum retention period for each record or class of record with Product Group approval. The Executive Director shall establish the criteria for the disposal of Product Group records.

### MM RULE 7 RESERVED.

#### MM RULE 8—PETITION FOR ADMISSION.

**8.1 Minimum Internal Control Systems (ICS) Standards.** A Lottery seeking admission to the Product Group shall have a fully tested internal control system that meets or exceeds the minimum standards set forth in MUSL Rule 2 (Minimum ICS Standards) before sales of Plays commence. The MUSL Security and Integrity Committee shall review the ICS of each lottery seeking admission to the Product Group for compliance with Rule 2 (Minimum ICS Standards) and shall issue a written report summarizing its findings.

Amended March 29, 2013; June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; June 27, 2024.

**8.2** Other Admission Requirements. The Product Group shall determine other admission requirements as allowed by the MUSL Agreement and in the Cross Sell Agreement.

## MM RULE 9—EXPULSION OR SUSPENSION OF A PARTY LOTTERY.

9.1 The Product Group can expel or suspend a Party Lottery of the Product Group for cause as determined in the sole discretion of the Product Group with the consent of two-thirds (2/3) or more of the members pursuant to both methods of voting in conformance with the MUSL Agreement. If the Product Group votes to expel or suspend a Party Lottery as provided in the MUSL Agreement, the Party Lottery being considered for expulsion shall be excluded from voting on that matter, and shall also be excluded from any subsequent vote by the Product

Group to reinstate that Party Lottery, and in the voting calculations outlined in these Product Group Rules.

Amended March 29, 2013; June 25, 2013, October 25, 2017.

- 9.2 The Product Group can reinstate a Party Lottery of the Product Group with the consent of two-thirds (2/3) or more of the Members pursuant to both methods of voting in conformance with the MUSL Agreement. Requests for reinstatement shall be considered by the Product Group at its earliest convenience, following submission of support sufficient for such reinstatement from the requesting lottery.
- Adopted: October 25, 2017.
- **9.3** Any Party Lottery, which fails, is unwilling, or loses the ability to transfer prize contributions as required under these Rules shall suspend its sales of Mega Millions within seven (7) days of such failure or loss of ability. The Party Lottery may request reinstatement as provided for under these Rules. Failure to notify the Product Group of such circumstances, or of the suspension of sales, or the failure to suspend sales as required, shall be grounds for suspension or expulsion.

Adopted: October 25, 2017.

**9.4** Any Party Lottery that fails, is unwilling, or loses the ability to pay all prize levels in the game(s) after prize claimants have met all prize claim procedures of the Party Lottery, the Group and the MUSL Board, shall immediately suspend its sales of Mega Millions upon such failure, unwillingness, or loss of ability. The Party Lottery may request reinstatement as provided for under these Rules. Failure to notify the Product Group of such circumstances, or of the suspension of sales, or the failure to suspend sales as required, shall be grounds for suspension or termination.

Adopted: October 25, 2017.

#### MM RULE 10—ADVERTISING.

**10.1 Unfair Advertising.** No Party Lottery may advertise, either directly or indirectly, that Plays sold in its jurisdiction offer better odds, better chances of winning, or better payoffs than Plays sold in other jurisdictions. This rule does not prohibit a Party Lottery from offering retailer promotions or other creative promotions designed to increase the sale of Plays.

Amended June 14, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017.

10.2 Mega Millions Jackpot Estimate. No Party Lottery may publicize an advertised Mega Millions Jackpot Prize amount or guaranteed Mega Millions Jackpot Prize amount that is different than the estimated Mega Millions Jackpot Prize amount provided to the Party Lotteries by the Mega Millions Lotteries.

Amended March 29, 2013; June 14, 2016; October 28, 2019.

#### MM RULE 11—TICKET PRICE

11.1 Uniform Price. Each Play shall be sold at retail for the price set by the Mega Millions Lotteries.

Amended June 14, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017; XX, 2024.

11.2 Taxes. The Play price set by the Mega Millions Lotteries shall include all the applicable taxes that a Party Lottery may be required to collect.

Amended March 29, 2013; June 14, 2016; June 15, 2017 to be effective with the drawing on October 31,

2017; June 27, 2024.

11.3 Discounts, Rebates, and Promotions. A Party Lottery may offer Plays through discounts, rebates, or promotions as long as the full prize share is paid to the Product Group, without discount, and after a notice is provided to all Group members of the terms and dates of the offering.

Amended June 3, 2010, to be effective September 14, 2010; March 29, 2013; June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; June 27, 2024.

11.4 Plays as Prizes. Nothing in this rule shall prohibit a Party Lottery from offering Plays as a prize in any other non-MUSL game or promotion operated by the Party Lottery after advising all Group members of the terms and dates of the offering.

Amended June 3, 2010, to be effective September 14, 2010; June 14, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017; June 27, 2024.

11.5 Contribution to Prize Pool. Party Lotteries that offer Plays as a prize or as part of an authorized discount, promotion, or rebate shall contribute to the prize pool the full amount assessed for a Play sold at the uniform price.

Amended March 29, 2013; June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017.

## MM RULE 12—SALE OF PLAYS

**12.1 Agents and Retailers.** Plays shall be sold only through Agents and Retailers and means authorized by a Party Lottery.

Amended June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017.

12.2 Printed Plays. Plays sold through the Product Group shall be sold through a Party Lottery and, other than Ticketless Transaction Plays, shall be printed on paper that meets the security requirements for paper used in the Party Lottery's other games and other requirements adopted by the MUSL Board and the Product Group.

Amended March 29, 2013; June 25, 2013; June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; June 16, 2022.

**12.3** MUSL Markings. All Play Slips used in the game shall contain registered game trademarks and shall communicate other information as may be required by the MUSL Board and the Product Group.

Amended March 29, 2013; June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017.

**12.4 Game Sell Out Prohibited.** No Party Lottery shall directly and knowingly sell a Play or combination of Plays to any person or entity that would guarantee such purchaser a Mega Millions Jackpot Prize win.

Amended March 29, 2013; June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; October 28, 2019, to be effective with the drawing on April 21, 2020; June 27, 2024.

**12.5** Location and Method of Sales. An offer to buy and an offer to sell a Play sold through the Product Group shall be made only at a location or only by a method that is licensed, certified, authorized, or contracted by the Party Lottery.

Amended March 29, 2013; June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017.

## MM RULE 13—PRIZE PAYMENTS.

No Party Lottery may pay prizes that are less than or more than the prize amounts established by the Mega Millions Lotteries. The prize won cannot be indirectly increased by Party Lottery promotions or agent promotions that have the effect of increasing the designated prize.

Amended March 29, 2013; June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; June 27, 2024.

## MM RULE 14—MEGA MILLIONS PRIZE POOL TRANSFERS.

14.1 Prize Funds Transferred to MUSL. Each Party Lottery shall transfer to MUSL, in trust, an amount determined by the Product Group to be its total proportionate share of the Mega Millions Prize Pool less actual Mega Millions low-tier prize liability. If this results in a negative amount, the MUSL central office shall transfer funds from the appropriate prize pool to the Party Lottery.

In the event of a Mega Millions Jackpot Prize win at a MUSL Lottery, the Mega Millions Lottery's Mega Millions Clearinghouse shall collect the total proportionate share of the Jackpot Prize pool from the Mega Millions Lotteries and shall transfer that amount to MUSL within 14 calendar days from the date of the winning draw.

Amended Dec 31, 2009; June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; October 28, 2019, to be effective with the draw on April 21, 2020; June 27, 2024.

14.2 Mega Millions Jackpot Prize Funds Transferred to Lottery. Mega Millions Jackpot Prize amounts held by MUSL shall be transferred to a Party Lottery having a winner in the Mega Millions game on a schedule approved by the Product Group and after MUSL has collected the prize pool shares from all Participating Lotteries selling the Mega Millions lottery game.

Amended Dec 31, 2009; June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; October 28, 2019, to be effective with the drawing on April 21, 2020; June 27, 2024.

## 14.3 Unclaimed Prizes.

(a) All funds to pay a Mega Millions Jackpot Prize that went unclaimed shall be returned to Selling Lotteries in proportion to sales by Selling Lotteries for the Mega Millions Jackpot Prize in question after the claiming period set by the Selling Lottery selling the winning Play expires.

If after a winning Play has not been claimed or redeemed and the corresponding prize monies have been returned to Party Lotteries pursuant to this Rule, a claim is made or redemption sought which a Party Lottery pays (i) as a result of the provisions of the Servicemembers Civil Relief Act (50 U.S.C. App. §3901 et seq as amended) (SCRA); (ii) as a result of jurisdictional legislation adopted to satisfy the requirements of the SCRA; or (iii) as a result of jurisdictional legislation requiring such payment to a member of the armed forces who was engaged in active military service outside the paying Party Lottery jurisdiction when the usual permitted time period to make a claim or seek redemption expired, each other Party Lottery, that was a Party Lottery at the time of the drawing, shall reimburse the paying Party Lottery in an amount equal to the amount such other Party Lottery would have contributed to the prize had the claim been made or redemption sought within the usual permitted time period for that claim or redemption. The provisions of this rule shall remain in force and effect and be binding upon the Party

Lotteries without regard to whether the Mega Millions game remains in existence and/or whether the Party Lottery seeking reimbursement has withdrawn from the game at the time a Party Lottery seeks reimbursement pursuant to this rule.

Amended March 29, 2013; June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017.

**(b)** The return of unclaimed Mega Millions Jackpot Prize funds shall occur promptly upon the termination of the relevant claim period for the Participating Lottery in which the unclaimed Jackpot Prize Play was purchased. Interest accrued on any securities purchased to fund an unclaimed Mega Millions Jackpot Prize will be reflected in market rates at the time of liquidation by the Purchaser of the securities. The Purchaser shall return interest earned on unclaimed cash value option Mega Millions Jackpot Prizes based on the interest yields realized on such funds during the claim period.

Any interest earned on unclaimed Mega Millions Jackpot Prizes held by Mega Millions Lotteries shall be returned on a proportional basis to MUSL. Any interest earned on unclaimed Mega Millions Jackpot Prizes held by MUSL shall be returned on a proportional basis to the Mega Millions Lotteries.

Amended June 5, 2014; June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; October 28, 2019, to be effective with the drawing on April 21, 2020; June 27, 2024.

(c) By agreement with the Mega Millions Lotteries, the Product Group will not participate in the sharing of liabilities at the low-tier prize level (all prizes below the Mega Millions Jackpot Prize) and shall not reconcile unclaimed low-tier prizes with the Mega Millions Lotteries.

Amended October 28, 2019.

## MM RULES 15 through 18 RESERVED.

#### MM RULE 19—FUNDS TRANSFER.

Funds shall be collected from each Party Lottery by wire transfer, electronic funds transfer, or by other means acceptable to the Product Group. The amount to be transferred shall be calculated in accordance with Product Group rules. The Product Group shall determine collection days. If MUSL is unable to collect all funds in a timely manner for the transfer to the winning lottery(ies), MUSL may borrow the funds from other appropriate Mega Millions Product Group cash reserves, or from the MUSL Operations Account, following notice to the Product Group Officers, the Finance Committee, and the Executive Committee. The borrowed funds shall be immediately replenished upon collection of prize funds from the Party Lotteries.

Amended March 29, 2013; May 13, 2013; June 15, 2017, to be effective with the drawing on October 31, 2017.

## MM RULE 20 RESERVED.

## MULTI STATE LOTTERY ASSOCIATION – MEGA MILLIONS GROUP (M2G2) RULES

## MM RULE 21—ADVANCE SALES.

Proceeds from advance sales may be held by the Party Lottery until the draw date for which the Play applies.

Amended June 14, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017.

MM RULES 22 – 25 RESERVED.

## PART II GENERAL RULES FOR THE MEGA MILLIONS GAME

Amended December 5, 2024, to be effective with sales starting on April 5, 2025, and the drawing on April 8, 2025.

#### MM RULE 26—DEFINITIONS.

The following definitions apply unless the context requires a different meaning or is otherwise inconsistent with the intention of the rules adopted by the Product Group. Capitalized terms used but not defined in these rules shall have the meanings ascribed to them in the MUSL Agreement.

**26.1** "Advertised Jackpot Prize" shall mean the estimated annuitized Mega Millions Jackpot amount as determined by the Mega Millions Lotteries. The Advertised Jackpot Prize is not a guaranteed prize amount, and the actual Mega Millions Jackpot amount may vary from the advertised amount, except in circumstances where there is a guaranteed Mega Millions Jackpot amount as described in Rule 30.1(a).

Adopted June 14, 2016, to be effective with the drawing on October 18, 2016; Amended June 15, 2017 to be effective with the drawing on October 31, 2017; October 28, 2019 to be effective with the drawing on April 21, 2020.

**26.2** "Agent" or "retailer" means a person or entity authorized by a Party Lottery to sell lottery Plays.

Amended June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017.

**26.3** "Computer pick" means the random selection of game play number indicia by the authorized retailer computer that appear on a ticket or Ticketless Transaction and are played by a player in the game.

Adopted October 28, 2019, to be effective with the drawing on April 21, 2010

**26.4 "Exchange ticket"** means a reprinted Game ticket produced by a Terminal in an authorized manner to replace a Game ticket which is presented by a player that has been purchased for play in multiple consecutive drawings per MM Rule 27.5 and that was validated before the last drawing appearing on the Game ticket.

Adopted December 5, 2024.

26.5 Reserved.

26.6 Reserved.

- **26.7** "Finance Committee" shall mean the committee established by the Multi-State Lottery Association.
- 26.8 "Game ticket" or "Ticket" means the physical evidence of a Play or Plays, printed on paper that meets the play and security data required by the Selling Lottery, these Game Rules, and the MUSL Rules that allow redemption of a prize. Tickets may be printed by Terminals or Retailer Controlled Selling Devices as permitted by these Rules and the Selling Lottery. Affected MUSL Rules include, but are not limited to MUSL Rules 2.14, 2.20, and 2.21.

Amended March 29, 2013; June 25, 2013; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; June 16, 2022.

**26.9** "Jackpot" or "Jackpot Prize" shall refer to the top prize in the Mega Millions game. Amended June 25, 2013, to be effective with the drawing on October 22, 2013; June 14, 2016 to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017.

- 26.10 Reserved.
- 26.11 Reserved.
- 26.12 Reserved.
- **26.13** "Mega Millions Lotteries" means those lotteries that have reached a Cross Sell Agreement with MUSL for the selling of the Mega Millions Game. The Mega Millions Lotteries determine the Mega Millions Advertised Jackpot Prize amount (cash value option and annuity) *Amended March 29, 2013; June 27, 2024.*
- **26.14** "Mega Millions Plays" or "MM Plays" shall refer to Plays purchased for the Mega Millions game.

Adopted June 15, 2017, to be effective with the drawing on October 31, 2017; October 28, 2019, to be effective with the drawing on April 21, 2020; June 27, 2024.

## 26.15 Reserved.

- 26.16 "Multiplier" means a unique number that is automatically selected by computer software according to the frequency set forth in MM RULE 38 for each Mega Millions Play.
- Adopted June 15, 2017, to be effective with the drawing on October 31, 2017; October 28, 2019, to be effective with the drawing on April 21, 2020; June 27, 2024.
- **26.17** "MUSL" means the Multi-State Lottery Association, a government-benefit association wholly owned and operated by the Party Lotteries.
- **26.18** "MUSL Board" means the governing body of the MUSL that is comprised of the chief executive officer of each Party Lottery. *Amended March 29, 2013.*
- **26.19** "Participating Lottery" or "Selling Lottery" means a state lottery or lottery of a political subdivision or entity that is participating in selling the Mega Millions game and that may be a member of either MUSL or the Mega Millions Lotteries. In context, "Selling Lottery"

may refer to the Participating Lottery which sold a particular Play.

- Amended March 29, 2013; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017; October 28, 2019 to be effective with the drawing on April 21, 2020.
- **26.20** "Party Lottery" means a state lottery or lottery of a political subdivision or entity which has joined MUSL and, in the context of these Product Group Rules that has joined in selling the games offered by the MUSL Mega Millions Product Group. *Amended March 29, 2013.*
- **26.21** "Play" or "Bet" means a physical or electronic means by which a player communicates their intended Play selection to the retailer as defined and approved by the Selling Lottery. As used in these Rules "Play" or "Bet" means a Mega Millions Play.
- Amended June 25, 2013 to be effective with the drawing on October 22, 2013; June 14, 2016 to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017; October 28, 2019 to be effective with the drawing on April 21, 2020; June 16, 2022; June 27, 2024.

**26.22** "Play Slip" or "Bet Slip" means a physical or electronic means by which a player communicates their intended play selection to the retailer as defined and approved by the Selling Lottery. A Play Slip or a Bet Slip is not a ticket or Ticketless Transaction.

Amended June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; June 27, 2024.

26.23 "Product Group" or "the Group" means the group of lotteries that has joined together to offer the Mega Millions lottery game product pursuant to the terms of the Agreement for Cross Sell between MUSL and the Mega Millions Lotteries, the Multi-State Lottery Agreement, and the Product Group's own rules.

Amended March 29, 2013; June 5, 2014.

- **26.24** "Registered Play" means a wager where the play is owned by a specifically identified player at the time of purchase through a means acceptable by the Selling Lottery, and which is recorded on the Selling Lottery's computer gaming system and internal control system. *Adopted June 16, 2022.*
- **26.25** "Request for Play" means a sale that is not immediately recorded on the CGS but is recorded onto the CGS at some future time prior to a draw event.
- 26.26 "Retailer Controlled Selling Device" means a device that is not a Terminal, and which is controlled by a retailer for the purpose of issuing lottery tickets and entering, receiving, and processing lottery transactions, including making purchases, validating tickets, and transmitting reports. Examples of Retailer Controlled Selling Devices include cash registers. Retailer Controlled Selling Devices must meet all security requirements of the Selling Lottery, these Rules, and the MUSL Rules. Retailer Controlled Selling Devices do not include player provided point of sale devices such as smartphones.

Adopted June 16, 2022.

- **26.27** "Returned Plays" means Plays accepted by the Selling Lottery as returned to the Selling Lottery because the Play is misprinted, illegible, printed in error, a future Plays affected by changes in game features by the Selling Lottery, or is returned due to game cancellations.
- 26.28 "Set Prize", also referred to as "low-tier prize", means all other prizes except the Mega Millions Jackpot Prize and, except in instances outlined in these rules, will be equal to the prize amount established by the Mega Millions Lotteries.

Amended June 5, 2014; June 14, 2016, to be effective with the drawing on October 18, 2016; October 28, 2019 to be effective with the drawing on April 21, 2020; June 27, 2024.

26.29 "Terminal" means a device that meets all security and definitional requirements of these Rules, the MUSL Rules, and the Selling Lottery, and which is authorized by a Party Lottery to function in an on-line, interactive mode with the lottery's computer gaming system for the purpose of issuing lottery tickets and entering, receiving, and processing lottery transactions, including purchases, validating tickets, and transmitting reports. The term Terminal does not include a Retailer Controlled Selling Device such as a cash register or player provided point of sale device such as a smartphone.

Amended June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; June 16, 2022.

26.30 "Ticketless Transaction" means any Play that is not printed on paper that meets the anti-counterfeiting requirements described in the MUSL Rules. Examples of Ticketless Transactions include internet, subscription, and other types of Registered Plays. All Ticketless

Transactions must be Registered Plays. Any Play sold through a Terminal or Retailer Controlled Selling Device, but which is a Registered Play requiring confirmation of the player's identity upon prize redemption shall be considered a Ticketless Transaction even when a receipt, summation, or recognition of purchase is printed by or through the device.

Adopted June 25, 2013; June 15, 2017, to be effective with the drawing on October 31, 2017; June 16, 2022

26.31 "Winning numbers" means the game results selected during an official drawing event performed by the Mega Millions Lotteries and are used by the Mega Millions Lotteries to determine winning Plays contained on a game ticket or Ticketless Transaction.

Amended March 29, 2013; June 25, 2013, to be effective with the drawing on October 22, 2013; June 5, 2014; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017; October 28, 2019 to be effective with the drawing on April 21, 2020; June 27, 2024.

# MM RULE 27-- Proof of Play; Cancelled Plays Prohibited; Request for Plays, Returned Plays, Incomplete Transaction Plays, Stolen Plays, Exchange Tickets, and Refunds for Game Cancellations.

**27.1 General.** Unless otherwise permitted by the Selling Lottery, a ticket (subject to the validation requirements set forth in Rule 31 – Play Validation) or properly registered Ticketless Transaction shall be the only proof of a game Play or Plays, and the submission of a winning ticket to the issuing Selling Lottery or its authorized agent shall be the sole method of claiming a prize or prizes. A Play Slip, paper receipt, or printed summation of a Play printed by a Terminal which is not a ticket has no pecuniary or prize value and shall not constitute evidence of a Play purchase or numbers selected.

Amended December 5, 2024.

- (a) Cancelled Plays Prohibited. In all instances, a Play recorded on the CGS may not be voided or cancelled by returning the ticket or Ticketless Transaction to the Agent, Retailer, or Selling Lottery.
- (b) Request for Plays. A lottery may conduct future sales through a subscription or other system that does not immediately record such sales on the CGS. At the sole discretion of the lottery, authorized sales through a subscription or other system which are recorded as a Request for Play(s) may be cancelled at any time prior to the time the Request for Play is recorded as a Play on the CGS. If a Request for Play is cancelled, it shall not be recorded on the CGS. Per 27.1 (a) above, once a Play is recorded on the CGS, it may not be cancelled at any time. Any cancelled Request for Play shall not be included in sales data report to MUSL. Examples of permitted cancellation of subscription "Request for Plays" include game matrix changes, price changes, modification of the game features, player enrollment in self-exclusion programs, and other circumstances as determined by the Selling Lottery.

(c) Returned Plays. To promote good Player or Retailer relations, a Selling Lottery, at is sole discretion, may develop a method of compensating Players or Retailers for Plays accepted by the Selling Lottery as returned to the Selling Lottery ("Returned Plays") that are misprinted, illegible, printed in error, and, future Plays affected by changes in game features by the Selling Lottery or due to game cancellations.

Amended December 5, 2024.

Returned Plays may not be cancelled or voided. Returned Plays are not reported to MUSL.

The Selling Lottery Must remit its required prize pool contributions on all Plays accepted as returned Plays by the Selling Lottery.

Returned Plays may not be claimed for a prize by any person or entity, including the Selling Lottery. Any prizes which would have been won on a Returned Play shall become an unclaimed prize at the end of the prize claim period.

(d) Exchange Tickets. When an Exchange Ticket is produced, the Exchange Ticket shall contain the exact same game Play, including the unique Multiplier(s) for each remaining Play, from the validated Game ticket that is being exchanged. Once Printed, an Exchange Ticket serves as a Game ticket and is subject to the requirements and provisions applicable to Game tickets.

Amended December 5, 2024.

**(e) Incomplete Transaction Plays**. Incomplete Transaction Plays occur when a Retailer begins a Play transaction as requested by a Player, and the Play is registered on the CGS, but the transaction is terminated prior to transferring Play confirmation to the Player, there is no attempt to print the Play on a ticket, and the Player has not paid for the Play. Transaction terminations may be due to time sensitivities, communications loss or other issues as accepted by the Selling Lottery.

A Selling Lottery, at its sole discretion, may develop an approved method of managing Incomplete Transaction Plays, subject to these provisions.

Incomplete Transaction Plays may not be cancelled or voided.

The Selling Lottery must remit its required prize pool contributions on any Incomplete Transaction Plays. At its sole discretion, the Selling Lottery may develop a method of compensation Retailers for Incomplete Transaction Plays if Retailers are required to reimburse Selling Lotteries for prize pool contributions.

Incomplete Transaction Plays may not be claimed for a prize by any person or entity including the Retailer. Any prize which cannot be claimed as a prize under this Rule but would otherwise have been won on an Incomplete Transaction Play shall become an unclaimed prize at the end of the prize claim period of the drawing for which the Incomplete Transaction Play was recorded. Incomplete Transaction Plays are not reported to MUSL.

**(f) Stolen Plays.** Plays reported as stolen from a Retailer that have been recovered cannot be accepted by the Selling Lottery as Returned Plays.

Selling Lotteries may compensate a Retailer for the loss from theft if a Selling Lottery, solely at is discretion, determines to assume such a loss, but Stolen Plays cannot be cancelled or voided.

Ownership of Stolen Plays, and whether any party has a right to claim prizes on Stolen Plays, shall be determined by the rules of the Selling Lottery.

- (g) Game Cancellation. In the event of cancellation of the Game by the Product Group prior to the occurrence of all drawings for which Plays have been sold and recorded on the CGS, the Selling Lottery may provide a refund mechanism for such Plays to the Players, and the Selling Lottery shall not be required to remit its prize pool contributions for any such refunded Plays.
- (h) Selling Lotteries Prohibited from Claiming Prizes. Selling Lotteries and lottery officials are prohibited from claiming any prizes on Plays that are owned by the Selling Lottery through "Returned Plays" or otherwise acquired and held by the Selling Lottery. Any prizes that would otherwise be won on Plays owned or acquired by Selling Lotteries shall become unclaimed prizes at the end of the prize claim period.
- **27.2 Player Responsibility.** It shall be the sole responsibility of the player to verify the accuracy of the game Play or Plays and other data printed on the ticket or contained in a Ticketless Transaction. The placing of Plays is done at the player's own risk through the agent that is acting on behalf of the player in entering the Play or Plays. The purchaser of a Play or Plays through a Ticketless Transaction has the sole responsibility for verifying the accuracy and condition of the data at the time of purchase.

Amended March 29, 2013; June 5, 2014; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017.

**27.3 Entry of Plays.** Plays may only be entered as approved by the Party Lottery by such means as approved by the Party Lottery. Retailers shall not permit the use of Play Slips that are not allowed by the Party Lottery. Retailers shall not permit any device to enter Plays, except as allowed by the Party Lottery.

Amended June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017; June 16, 2022.

**27.4 Registration of Plays.** Ticketless Transaction Plays may be registered with the Party Lottery in a manner that meets the requirements established by the Product Group, the Party Lottery, and the MUSL Rules.

Amended March 29, 2013; June 25, 2013; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; June 16, 2022.

27.5 Maximum Purchase. Except for a Ticketless Transaction Play purchase when the Party Lottery has a process in place to allow players to make changes to their Play purchases in the event of a game change, the maximum number of consecutive drawings on a single Play purchase is twenty-six (26). The maximum number of consecutive drawings encompassed by a Ticketless Transaction Play purchase when the Party Lottery has a process in place to allow players to make changes to their Play purchases in the event of a game change is one hundred four (104).

Amended June 5, 2014; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017.

**27.6 Matrix Changes**. In the event of a matrix change, the Party Lottery that issued the Ticketless Transaction will determine the option(s) available to Ticketless Transaction purchasers from that Party Lottery for the balance of Plays remaining on their Ticketless Transactions effective as of the date of the matrix change.

Amended March 29, 2013; June 5, 2014; June 15, 2017, to be effective with the drawing on October 31, 2017.

## MM RULES 28 – 29 RESERVED.

#### MM RULE 30 PRIZE PAYMENTS.

## **30.1 Jackpot Prize for Mega Millions Game**

(a) The prize money allocated from the current Mega Millions prize pool for the Mega Millions Jackpot Prize, will be divided equally among all Mega Millions Jackpot Prize winning MM Plays in all Participating Lotteries. The annuity Mega Millions Jackpot Prize amount will be paid in thirty (30) graduated annual installments. Mega Millions Jackpot Prize won shall be funded by the Selling Lotteries in accordance with the formula set by the Mega Millions Lotteries. The Mega Millions Lotteries may set a minimum guaranteed annuity Mega Millions Jackpot Prize amount that shall be advertised by the Selling Lotteries as the starting guaranteed annuity Mega Millions Jackpot Prize amount.

Amended Dec 31, 2009; June 3, 2010, to be effective September 14, 2010; March 29, 2013; June 25, 2013; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017; October 28, 2019 to be effective with the drawing on April 21, 2020; June 27, 2024.

**(b) Rollover.** If, in any Mega Millions drawing there are no MM Plays that qualify for the Mega Millions Jackpot Prize category, the portion of the prize fund allocated to such Mega Millions Jackpot Prize category shall remain in the Mega Millions Jackpot Prize category and be added to the amount allocated for the Mega Millions Jackpot Prize category in the next consecutive Mega Millions drawing.

Amended March 29, 2013; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; October 28, 2019 to be effective with the drawing on April 21, 2020; June 27, 2024.

(c) Unless there is a different Party Lottery rule, Mega Millions Jackpot Prizes shall be paid, at the election of the player made no later than sixty (60) days after the player becomes entitled to the prize as determined by the Selling Lottery, with either a per winner annuity or cash payment. If the payment election is not made by the player within sixty (60) days after the player becomes entitled to the prize, then the prize shall be paid as an annuity prize. An election made after the winner becomes entitled to the prize is final and cannot be revoked, withdrawn, or otherwise changed.

Amended March 29, 2013; June 5, 2014; June 14, 2016, to be effective with the drawing on October 18, 2016; October 28, 2019, to be effective with the drawing on April 21, 2020; June 27, 2024.

(d) In the event of a prize winner who selects the cash value option, the prize winner's share shall be paid in a single payment upon completion of internal validation procedures. The cash value option shall be determined by the Mega Millions Lotteries.

Amended Dec 31, 2009; June 5 2014; June 15, 2017 to be effective with the drawing on October 31, 2017.

- (e) If an annuity is chosen, it shall be paid in thirty (30) consecutive graduated annual installments by the Party Lottery that sold the winning Mega Millions Ticket, with graduated annual installments as defined by the Mega Millions Lotteries in the Mega Millions Finance and Operations Procedures. The initial payment shall be paid upon completion of internal validation procedures. The subsequent twenty-nine (29) payments shall be paid annually to coincide with the month of the federal auction date at which the bonds were purchased to fund the annuity. All such payments shall be made within seven (7) days of the anniversary of the annual auction date. Amended March 29, 2013; June 25, 2013, to be effective with the drawing on October 22, 2013; June 14, 2016, to be effective with the drawing on October 18, 2016; October 28, 2019, to be effective with the drawing on April 21, 2020; June 27, 2024.
- **(f)** If individual shares of the Mega Millions Jackpot Prize Pool funds held to fund an annuity is less than two hundred fifty-thousand dollars (\$250,000.00), the Product Group, in its sole discretion, may elect to pay the winners their share of the cash held in the Mega Millions Jackpot Prize pool.

Amended March 29, 2013; June 25, 2013, to be effective with the drawing on October 22, 2013; June 5, 2014; October 28, 2019, to be effective with the drawing on April 21, 2020.

- (g) Funds for the initial payment of an annuitized prize or the cash value option prize shall be made available by MUSL for payment by the Party Lottery on a schedule approved by the Product Group. If necessary, when the due date for the payment of a prize occurs before the receipt of funds in the prize pool trust sufficient to pay the prize, the transfer of funds for the payment of the full cash value option amount may be delayed pending receipt of funds from the Party Lotteries or other lotteries participating in the Mega Millions Game. A Party Lottery may elect to make the initial payment from its own funds after validation, with notice to MUSL. *Amended Dec* 31, 2009; June 5, 2014.
- (h) In the event of the death of a lottery winner sold by a Party Lottery during the annuity payment period, unless prohibited by jurisdictional law, the MUSL Finance Committee, in its sole discretion excepting a discretionary review by the Product Group, upon the petition of the estate of the lottery winner (the "Estate") to the lottery of the jurisdiction in which the deceased lottery winner purchased the winning Play, and subject to federal, state, district or territorial applicable laws, may accelerate the payment of all of the remaining lottery proceeds to the Estate. If such a determination is made, then securities and/or cash held to fund the deceased lottery winner's annuitized prize may be distributed to the Estate. The identification of the securities to fund the annuitized prize shall be at the sole discretion of the Finance Committee or the Product Group.

Amended June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017.

(i) If a Party Lottery purchases or holds the prize payment annuity for a prize won in that jurisdiction, that Party Lottery's game rules, and any prize payment agreement with the prize

winner, shall indicate that the prize winner has no recourse against MUSL or any other Party Lottery for payment of that prize.

## 30.2 Reserved.

- **30.3 Set Prizes.** A Party Lottery may begin paying set or low-tier prizes after receiving authorization to pay from the MUSL central office.
- **30.4 Process for Prize Payments.** All prizes shall be paid through the Selling Lottery that sold the winning Plays, and at the discretion of the Selling Lottery may be paid by cash, checks, warrants or electronic transfers.

Amended March 29, 2013; June 5, 2014; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; October 28, 2019 to be effective with the drawing on April 21, 2020.

**30.5 Prizes Rounded.** Annuitized payments of the Mega Millions Jackpot Prize or a share of the Mega Millions Jackpot Prize may be rounded to facilitate the purchase of an appropriate funding mechanism. Breakage on an annuitized Mega Millions Jackpot Prize win shall be added to the first payment to the winner or winners.

Prizes other than the Mega Millions Jackpot Prize that, under these rules, may become single-payment, pari-mutuel prizes, may be rounded down so that prizes can be paid in multiples of whole dollars. Breakage resulting from rounding these prizes shall be carried forward to the prize pool(s) for the next drawing.

Amended March 29, 2013; June 5, 2014.

## 30.6 Limited to Highest Prize Won.

- (a) The holder of a winning MM Play may win only one (1) prize per Play in connection with the winning numbers drawn for the Mega Millions game and shall be entitled only to the prize won by those numbers in the highest matching prize category.
- **(b)** All liability for a Mega Millions prize is discharged upon payment of a prize claim. *Amended March 29, 2013; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; June 27, 2024.*
- **30.7 Prize Claim Period.** Prize claims shall be submitted within the period set by the Party Lottery selling the Play. If no such claim period is established, all prize claims shall be made within one hundred eighty (180) days after the drawing date.

Amended March 29, 2013; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017; October 28, 2019 to be effective with the drawing on April 21, 2020.

### MM RULE 31—PLAY VALIDATION FOR MEGA MILLIONS PLAYS

31.1 To be a valid Play and eligible to receive a prize, a Play's ticket or ticketless transaction shall satisfy all the requirements established by a Party Lottery for validation of winning Plays sold through its computer gaming system and any other validation requirements adopted by the Product Group, the MUSL Board and published as the Confidential MUSL Minimum Game Security Standards. The MUSL and the Party Lotteries shall not be responsible for Plays that are altered in any manner.

Amended March 29, 2013; June 5 2014; June 14, 2016 to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017; June 27, 2024.

31.2 Under no circumstances will a claim be paid for a prize without an official Mega

Millions ticket, or validly registered Ticketless Transaction, matching all game Play, serial number and other validation data residing in the selling Party Lottery's computer gaming system and such ticket or validly registered Ticketless Transaction shall be the only valid proof of the wager placed and the only valid receipt for claiming or redeeming such prize. Prize payment(s) will be made only after completion of the internal validation procedures and administrative processes as required by these Rules and the requirements of the Party Lottery that sold the winning Play.

Amended June 5, 2014; June 15, 2017, to be effective with the drawing on October 31, 2017; October 28, 2019, to be effective with the drawing on April 21, 2020; June 27, 2024.

- **31.3** In addition to the above, in order to be deemed a valid, winning Play, unless the Play is a validly registered Ticketless Transaction, all of the following conditions must be met:
- (a) The validation data must be present in its entirety and must correspond, using the computer validation file, to the number selections printed on the ticket for the drawing date(s) printed on the ticket.
  - **(b)** The ticket must be intact.
- (c) The ticket must not be mutilated, altered, reconstituted, or tampered with in any manner.
  - (d) The ticket must not be counterfeit or an exact duplicate of another winning ticket.
- (e) The ticket must have been issued by an authorized Mega Millions sales agent, or retailer of the selling Party Lottery and printed on paper in compliance with MUSL Rule 2.

Amended June 15, 2017, to be effective with the drawing on October 31, 2017; June 16. 2022.

- (f) The ticket must not have been stolen, to the knowledge of the Party Lottery.
- **(g)** The ticket must be submitted for payment in accordance with the Amended and Restated Mega Millions Official Game Rules.
- (h) The Play data must have been recorded on the CGS prior to the drawing and the Play data must match this computer record in every respect. In the event of a contradiction between information as printed on the ticket and as accepted by the Party Lottery's computer gaming system, the wager accepted by the Party Lottery's computer gaming system shall be the valid wager.

Amended June 15, 2017, to be effective with the drawing on October 31, 2017.

(i) The player or computer pick number selections, validation data and the drawing date(s) of an apparent winning Play must appear on the official file of winning Plays, and a Play with that exact data must not have been previously paid.

Amended June 15, 2017, to be effective with the drawing on October 31, 2017.

(j) The play must not be mis-registered, and the Play's ticket must not be defectively printed or printed or produced in error to an extent that it cannot be processed by the Party Lottery that issued the Play.

Amended June 15, 2017, to be effective with the drawing on October 31, 2017.

(k) The Play must pass validation tests using a minimum of three (3) of the five (5) validation methods as defined in the Finance and Operations Procedures for Mega Millions. In addition, the Play must pass all other confidential security requirements of the Party Lottery that issued the Play.

Amended June 15, 2017, to be effective with the drawing on October 31, 2017.

(I) In submitting a Play for validation, the claimant agrees to abide by applicable laws, all

rules and regulations, instructions, conditions, and final decisions of the Director of the Party Lottery that issued the Play.

Amended June 15, 2017, to be effective with the drawing on October 31, 2017.

(m) There must not be any other breach of these Mega Millions Rules in relation to the Play that, in the opinion of the Director of the Party Lottery issuing the Play, justifies invalidation.

Amended March 29, 2013; June 15, 2017, to be effective with the drawing on October 31, 2017; June 27, 2024.

- (n) The Play must be submitted to the Party Lottery that issued it. *Amended June 15, 2017, to be effective with the drawing on October 31, 2017.*
- (o) Ticketless transaction Plays must meet the validation requirements of the Party Lottery that issued the Play.

Amended June 5, 2014; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017.

**31.4** A Play submitted for validation that fails any of the preceding validation conditions shall be considered void, subject to the following determinations:

Amended March 29, 2013; June 15, 2017, to be effective with the drawing on October 31, 2017.

(a) In all cases of doubt, the determination of the Party Lottery that sold the Play, shall be final and binding; however, the Party Lottery may, at its option, replace an invalid Play with a Play of equivalent sales price.

Amended March 29, 2013; June 15, 2017, to be effective with the drawing on October 31, 2017.

**(b)** In the event a defective ticket is purchased or in the event the Party Lottery determines to adjust an error, the Claimant's sole and exclusive remedy shall be the replacement of such defective or erroneous ticket(s) with a Play of equivalent sales price.

Amended June 15, 2017, to be effective with the drawing on October 31, 2017.

(c) In the event a Play is not paid by a Party Lottery and a dispute occurs as to whether the Play is a winning Play, the Party Lottery may, at its option, replace the Play as provided in paragraph (a) of this subsection. This shall be the sole and exclusive remedy of the Claimant unless the laws or regulations governing the Party Lottery provide for further administrative review

Amended June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017.

#### MM RULE 32—PLAY RESPONSIBILITY.

**32.1 Prize Claims.** Prize claim procedures shall be governed by the rules of the Selling Lottery. MUSL and the Selling Lotteries shall not be responsible for prizes that are not claimed following the proper procedures as determined by the Selling Lottery.

Amended March 29, 2013; June 25, 2013; June 15, 2017, to be effective with the drawing on October 31, 2017.

- 32.2 Reserved.
- **32.3 Stolen Plays.** The Product Group, MUSL and the Party Lotteries shall not be responsible for lost or stolen Plays.

Amended June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017.

32.4 Ticketless Transactions. A Ticketless Transaction Play is only valid when

registered with the lottery in accordance with lottery rules, these Rules, and the MUSL Rules. The person or, if permitted by the lottery rules, the persons registering the Play shall be the owner of the Ticketless Transaction play. A receipt for a Ticketless Transaction Play has no value and is not evidence of a Play.

Amended June 25, 2013; June 5, 2014; June 15, 2017, to be effective with the drawing on October 31, 2017; June 16, 2022.

**32.5** The Party Lotteries shall not be responsible to a prize claimant for Plays redeemed in error by a selling agent or retailer.

Amended June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017.

32.6 Winners are determined by the numbers drawn and certified by the independent auditor responsible for auditing the Mega Millions draws. MUSL and the Party Lotteries are not responsible for Mega Millions winning numbers reported in error.

Amended October 28, 2019, to be effective with the drawing on April 21, 2020; June 27, 2024.

## MM RULE 33—INELIGIBLE PLAYERS.

- **33.1** A Play or share for a MUSL game issued by MUSL or any of its Party Lotteries shall not be purchased by, and a prize won by any such Play or share shall not be paid to:
- Amended June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017.
- (a) A MUSL employee, officer, or director. *Amended March 29, 2013.*
- **(b)** A contractor or consultant under agreement with the MUSL to review the MUSL audit and security procedures.

Amended March 29, 2013.

- (c) An employee of an independent accounting firm under contract with MUSL to observe drawings or site operations and actually assigned to the MUSL account and all partners, shareholders, or owners in the local office of the firm. or *Amended March 29, 2013.*
- (d) An immediate family member (parent, stepparent, child, stepchild, spouse, or sibling) or any person residing in the same household of an individual described in subsections (a), (b), and (c)
- (e) Those persons designated by a Party Lottery's law as ineligible to play its games shall also be ineligible to play the MUSL game in that Party Lottery's jurisdiction.
- **33.2** A Play or share of the Mega Millions game may not be purchased in any lottery jurisdiction by any Party Lottery board member, commissioner, officer, or employee; or a spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of any such person. Prizes shall not be paid to any persons prohibited from playing Mega Millions in a particular jurisdiction by rules, governing law, or any contract executed by the Selling Lottery.

Amended June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; June 27, 2024.

## MM RULE 34—APPLICABLE LAW.

In purchasing a Play, or attempting to claim a prize, purchasers and prize claimants agree

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to comply with and abide by all applicable laws, rules, regulations, procedures, and decisions of the Party Lottery where the Play was purchased, and by directives and determinations of the director of that Party Lottery.

Additionally, the player shall be bound to all applicable provisions in the Mega Millions Finance and Operations Procedures for Mega Millions established by the Mega Millions Lotteries.

A prize claimant agrees, as its sole and exclusive remedy that claims arising out of a Play can only be pursued against the Party Lottery which issued the Play. Litigation, if any, shall only be maintained within the jurisdiction in which the Play was purchased and only against the Party Lottery that issued the Play. No claim shall be made against any other Party Lottery or against the MUSL.

Nothing in these Rules shall be construed as a waiver of any defense or claim the Party Lottery which issued the Play, any other Party Lottery, or MUSL may have in any litigation, including in the event a player or prize claimant pursues litigation against a Party Lottery or MUSL, or their respective officers, directors, or employees.

All decisions made by a Party Lottery, including the declaration of prizes and the payment thereof and the interpretation of Mega Millions Rules, shall be final and binding on all Play purchasers and on every person making a prize claim in respect thereof, but only in the jurisdiction where the Play was issued.

Unless the laws, rules, regulations, procedures, and decisions of the Party Lottery which issued the Play provide otherwise, no prize shall be paid upon a Play purchased, claimed or sold in violation of these Rules or the laws, rules, regulations, procedures, and decisions of that Party Lottery; any such prize claimed but unpaid shall constitute an unclaimed prize under these Rules and the laws, rules, regulations, procedures, and decisions of that Party Lottery.

Amended June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017, to be effective with the drawing on October 31, 2017; October 28, 2019, to be effective with the drawing on April 21, 2020; June 27, 2024.

#### PART III – MEGA MILLIONS GAME

## MM RULE 35 - MEGA MILLIONS GAME DESCRIPTION

35.1 Mega Millions Game. Mega Millions is a five (5) out of seventy (70) plus one (1) out of twenty-four (24) lottery game, drawn on the day(s), time(s) and location(s) as determined by the Mega Millions Lotteries. Each Mega Millions Play will include a Multiplier, which is a unique number that is automatically selected by computer software according to the frequency set for in MM RULE 38 and printed directly on a Mega Millions Ticket. The Multiplier increases non-Jackpot Prizes by two times, three times, four times, five times, or ten times the prize won. A Mega Millions Jackpot Prize will be paid at the election of the player made in accordance with these rules or by a default election made in accordance with these rules, either on a graduated annuitized annual pari-mutuel basis or as a cash value option using a rate determined by the Mega Millions Lotteries on a pari-mutuel basis. Except as provided in these rules, all other prizes are paid on a single payment basis.

Amended June 15, 2017, to be effective with the drawing on October 31, 2017; June 27, 2024.

35.2 Mega Millions winning numbers applicable to determine Mega Millions prizes will be determined on the day(s), time(s) and location(s) as determined by the Mega Millions Lotteries. During the drawing event, five (5) numbers shall be drawn from the first field of seventy (70) numbers, and one (1) number shall be drawn from the second field of twenty-four (24) numbers, which shall constitute the Winning Numbers. For each Mega Millions Play, a Multiplier will be automatically selected by computer software according to the frequency set forth in MM RULE 38.

Amended June 15, 2017, to be effective with the drawing on October 31, 2017; October 28, 2019 to be effective with the drawing on April 21, 2020; June 27, 2024; December 5, 2024.

35.3 To play Mega Millions, a player shall select (or computer pick) five (5) different numbers, from a field of one (1) through seventy (70), and one (1) additional number from a second field of one (1) through twenty- four (24). The player selected (or computer picked) number from the second field may be the same as one of the five numbers selected from the first field. A computer-generated Multiplier will be included on each Mega Millions Play purchased and will multiply lower tier prizes only. The Multiplier is included in the price of a Play and is not an add-on. The Multiplier is further defined in MM RULE 38.

Amended June 15, 2017, to be effective with the drawing on October 31, 2017; June 27, 2024.

**35.4** MM Plays can be purchased for five dollars (U.S. \$5.00), including any specific statutorily mandated tax of a Party Lottery to be included in the price of a lottery Play.

Amended June 15, 2017, to be effective with the drawing on October 31, 2017; June 27, 2024.

**35.5** Plays may be purchased from a Party Lottery approved sales outlet in a manner as approved by the Party Lottery and in accordance with MUSL Rules.

Amended March 29, 2013; June 25, 2013, to be effective with the drawing on October 22, 2013; June 5 2014; June 14, 2016 to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017.

## MM RULE 36—MEGA MILLIONS PRIZE POOL.

**36.1 Mega Millions Prize Pool.** The prize pool for all prize categories offered by the Party Lotteries shall consist of up to fifty-five percent (55%) of each drawing period's sales, inclusive of any specific statutorily-mandated tax of a Party Lottery to be included in the price of a lottery MM Play, and inclusive of contributions to the prize pool accounts and prize reserve accounts, but may be higher or lower based upon the number of winners at each prize level, as well as the funding required to meet a guaranteed Annuity Mega Millions Jackpot Prize as may be required by Rule 30.1(a).

Amended Dec 31, 2009; September 21, 2010, to be effective December 1, 2010; June 5, 2014; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017.

- **36.2 Mega Millions Prize Pool Accounts and Prize Reserve Accounts.** The Product Group shall set the contribution rates to the prize pool and prize reserve accounts established by this rule.
- (a) The following prize reserve accounts for the Mega Millions game are hereby established:
  - (i) The Prize Reserve Account (PRA) which is used to guarantee the payment of valid, but unanticipated, Mega Millions Jackpot Prize claims that may result from a system error or other reason to fund deficiencies in the Set Aside Pool, and to fund pari-mutuel prize deficiencies as defined and limited in Rules36.3(c)(1)(a) and G(2)(a)(1).
  - **(b)** The following prize pool accounts for the Mega Millions game are hereby established:
    - (i) The Mega Millions Jackpot Prize Pool (JPP), which is used to fund the current Mega Millions Jackpot Prize;
    - (ii) The Set Prize Pool (SPP), which is used the fund the Set or Lower Tier Prizes. The SPP shall hold the temporary balances that may result from having fewer than expected winners in the Set Prize categories. The Source of the SPP is the Party Lottery's weekly prize contributions less actual Set Prize liability; and,
    - (iii) The Set-Aside Pool (SAP) which is used to fund the payment of the awarded minimum starting annuity Mega Millions Jackpot Prizes and the minimum annuity Mega Millions Jackpot Prize increase, if necessary (subject to the limitations in these rules), as may be set by the Product Group. The source of the SAP funding shall accumulate from the difference between the amount in the Mega Millions Jackpot Prize Pool at the time of a Mega Millions Jackpot Prize win and the amount needed to fund Mega Millions Jackpot Prize payments as determined by the Mega Millions lotteries.

The maximum balance amounts and balance limit triggers are subject to review by the MUSL Finance Committee. The Finance Committee shall have two weeks to state objections, if any, to the approved maximum balance amounts or balance limiter triggers. Approved maximum balance amounts or balance limiter triggers shall become effective no sooner than two weeks after notice is given to the Finance Committee and no objection is stated or sooner if the Committee affirmatively approves the maximum balance amounts or balance limiter triggers. The Group may appeal the Committee's objections to the full Board. Group approved changes in the maximum balance amounts or balance limiter triggers set by the Product Group shall be effective only after the next Mega Millions Jackpot Prize win.

- (d) The contribution rate to the JPP from MM Plays shall be 27.6305%% of sales. An amount up to five percent (5%) of a Party Lottery's sales, including any specific statutorily mandated tax of a Party Lottery to be included in the price of a lottery play, shall be added to a Party Lottery's Mega Millions Prize Pool contribution and placed in trust in one or more prize pool and prize reserve accounts held by the Product Group at any time that the Party Lottery's share of the PRA is below the amounts designated by the Product Group.
- (e) The Product Group may determine to expend all or a portion of the funds in the prize pools (except the JPP) and the prize reserve accounts:
  - (i) for the purpose of indemnifying the Party Lotteries in the payment of prizes to be made by the Selling Lotteries; and
  - (ii) for the payment of prizes or special prizes in the game, limited to prize pool and prize reserve contributions from lotteries participating in the special prize promotion, subject to the approval of the Board's Finance Committee or that Committee's failure to object after given two weeks' notice of the planned action, which actions may be appealed to the full Board by the Product Group.
- (f) The prize reserve shares of a Party Lottery may be adjusted with refunds to the Party Lottery from the prize reserve account(s) as may be needed to maintain the approved maximum balance and sales percentage shares of the Party Lotteries.
- (g) A Party Lottery may contribute to its sales percentage share of prize reserve accounts over time, but in the event of a draw down from a reserve account, a Party Lottery is responsible for payment of its full sales percentage share of the prize reserve account.
- (h) Any amount remaining in the Mega Millions prize pool accounts or prize reserve account when the Product Group declares the end of the game shall be returned to the lotteries participating in the prize pool and prize reserve accounts after the end of all claim periods of all Selling Lotteries, carried forward to a replacement game, or otherwise expended in a manner at the election of the individual Members of the Product Group in accordance with jurisdiction statute.

Amended September 21, 2010, to be effective December 1, 2010; March 29, 2013; June 25, 2013; June 5, 2014; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017; January 9, 2025.

- **36.3 Expected Prize Payout.** The Mega Millions Jackpot payout shall be determined on a pari-mutuel basis. Except as otherwise provided in these rules all other prizes awarded by Party Lotteries shall be paid as single payment prizes. All prize payouts are made with the expected prize payout percentages shown under MM RULE 37, which does not include any additional amount contributed to or held in prize reserves, although the prize payout percentages per draw may vary:
- (a) The Mega Millions Jackpot Prize amount shall be divided equally by the number of MM Plays winning the Mega Millions Jackpot Prize.

Amended March 29, 2013; June 15, 2017, to be effective with the drawing on October 31, 2017; June 27, 2024; December 5, 2024.

**(b)** The SPP (for payment of single payment prizes of one million dollars (\$1,000,000.00) or less) shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the set prizes awarded in the current draw.

Amended March 29, 2013; June 25, 2013, to be effective with the drawing on October 22, 2013; June 5, 2014; June 14, 2016, to be effective with the drawing on October 18, 2016; June 15, 2017 to be effective with the drawing on October 31, 2017.

- (c) Pari-mutuel Prize Determinations.
- (c)(1) Except as otherwise provided for in 36.3(c)(2):
- (c)(1)(a) If the total of the Mega Millions Set Prizes (as multiplied by the respective multiplier if applicable) awarded in a drawing exceeds the percentage of the prize pool allocated to the Mega Millions Set Prizes, then the amount needed to fund the Mega Millions Set Prizes, awarded shall be drawn from the following sources, in the following order: Amended June 14, 2016, to be effective with the drawing on October 18, 2016.
- (i) the amount available in the SPP, if any; *Amended June 14, 2016, to be effective with the drawing on October 18, 2016.* 
  - (ii) an amount from the PRA, if available, not to exceed forty million dollars (\$40,000,000.00) per drawing.
- (c)(1)(b) If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes, then the highest Set Prize shall become a pari-mutuel prize. If the amount of the highest Set Prize when paid on a pari-mutuel basis, drops to or below the next highest Set Prize and there are still not sufficient funds to pay the remaining Set Prizes awarded, then the next highest Set Prize shall become a pari-mutuel prize. This procedure shall continue down through all Set Prize levels, if necessary, until all Set Prize levels become pari-mutuel prize levels. In that instance, the money available from the funding sources listed in this Rule shall be divided among the winning MM Plays in proportion to their respective prize percentages. Mega Millions prizes will be reduced by the same percentage.

Amended June 5, 2014; June 14, 2016, to be effective with the drawing on October 18, 2016.

(c)(2) By agreement with the Mega Millions Lotteries, the Mega Millions Lotteries shall independently calculate their set pari-mutuel prize amounts. The Party Lotteries and the Mega Millions Lotteries shall than agree to set the pari-mutuel prize amount for all lotteries selling the game at the lesser of the independently calculated prize amounts. The California Lottery is excluded from the Participating Lotteries' pari-mutuel prize calculations.

Amended March 29, 2013; June 25, 2013, to be effective with the drawing on October 22, 2013; June 27, 2024.

- (d) Except as may be required by Rule 30.1(a), the official advertised Mega Millions Jackpot annuity amount is subject to change based on sales forecasts and/or actual sales. *Amended Dec 31, 2009; June 3, 2010, to be effective September 14, 2010.*
- **(e)** Subject to the laws and rules governing each Party Lottery, the number of prize categories and the allocation of the prize fund among the prize categories may be changed at the discretion of the Mega Millions Lotteries, for promotional purposes. Such change shall be announced by Mega Millions Lotteries.

MM RULE 37 – PRIZE STRUCTURE. The matrix of 5/70 and 1/24 with an anticipated prize payout is shown below and applies to all Product Group members with respect to the Jackpot Prize and will apply for all Product Group members for the second through ninth level prizes. Due to jurisdictional law requirements, the California State Lottery shall separately determine the second through ninth level prizes and Multiplier prize values on a pari-mutuel basis.

The following table sets forth the odds of winning and the probable distribution of winners in and among each prize category for MM Plays sold by Party Lotteries, based upon the total number of possible combinations in Mega Millions. All prize payouts are made with the following expected prize payout percentages, which does not include any additional amount contributed to or held in prize reserves, although the prize payout percentages per draw may vary:

Match Field 1	Match Field 2	Odds	Prize Category	Base Prize	% of Sales	% of Payout
5	1	290,472,336.0000	Jackpot	Jackpot	27.6305%	55.2610%
5	0	12,629,232.0000	Second	\$1,000,000	4.7509%	9.5018%
4	1	893,761.0338	Third	\$10,000	0.6713%	1.3426%
4	0	38,859.1754	Fourth	\$500	0.7720%	1.5440%
3	1	13,965.0162	Fifth	\$200	0.8593%	1.7186%
3	0	607.1746	Sixth	\$10	0.9882%	1.9764%
2	1	665.0008	Seventh	\$10	0.9023%	1.8046%
1	1	86.8066	Eighth	\$7	4.8947%	9.7894%
0	1	35.1666	Ninth	\$5	8.5308%	17.0616%
TOTAL		1:23.0737			50.0000%	100.0000%

MM RULE 38 – MULTIPLIER FREQUENCY AND ODDS. The Multiplier shall apply to all prize levels except the Jackpot Prize. The Multiplier increases non-Jackpot Prizes by two times, three times, four times, five times, or ten times the prize won. The Multiplier shall print directly on, or be applied to each Play on a Ticket. Multipliers may repeat due to the frequency and limited Multiplier levels as shown below.

The Multiplier frequency and odds are as follows:

Multiplier	Frequency	Odds	
10X	1	32.0000	
5X	2	16.0000	
4X	4	8.0000	
3X	10	3.2000	
2X	15	2.1333	
Field of:	32*	3.00**	

<sup>\*</sup>Total of frequencies

MM Rules 37 and 38 adopted January 9, 2025 to be effective with the drawing on April 8, 2025.

<sup>\*\*</sup>Average Multiplier value