**18 DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES**

**553 BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS, STATE LIQUOR AND LOTTERY COMMISSION**

**Chapter 40: MEGA MILLIONS RULES**

**PART I – Administration**

**Section 1.0**

These rules establish the procedures and requirements for operating and playing Mega Millions, a lotto game run by the Mega Millions Lotteries including the Multi-State Lottery Association (hereinafter referred to as “MUSL”), of which the Bureau of Alcoholic Beverages and Lottery Operations (hereinafter referred to as “BABLO”) is a member. Generally, the Mega Millions game shall be operated in accordance with any agreement between the State of Maine and MUSL, the By-Laws of MUSL, MUSL Rules and applicable Maine law.

**PART II - Mega Millions Game Rules**

**Section 2.0 – 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.

**2.1**  “Advertised Grand Prize” means the estimated annuitized Grand Prize amount as determined by the Mega Millions Finance Committee and communicated through the Selling Lotteries prior to the Grand Prize drawing. The “Advertised Grand Prize” is not a guaranteed prize amount and the actual Grand Prize amount may vary from the advertised amount, except in circumstances where there is a guaranteed Grand Prize amount as described in Section 6.1.1 of these rules.

**2.2** “Agent” or “Retailer” means a person or entity licensed by the Lottery to sell lottery Plays.

**2.3** “BABLO” means Bureau of Alcoholic Beverages and Lottery Operations within the Department of Administrative and Financial Services.

**2.4 “**Commission” means the State Liquor and Lottery Commission as establish in 5 MRSA section 283-A.

**2.5** “Computer Pick” or “Easy Pick” means the random selection of indicia by the computer that appear on a ticket or a ticketless transaction, and are played by a player in the game.

**2.6** “Drawing” means collectively the formal draw event for randomly selecting winning indicia that determine the number of winners for each prize level of the Mega Millions game. Winning indicia include the Winning Numbers for the Mega Millions game.

**2.7** “Executive Director” means the Director of BABLO appointed by the Commissioner of the Department of Administrative and Financial Services.

**2.8** “Finance & Audit Committee” means the committee established by MUSL Agreement.

**2.09** “Game ticket” or “ticket” means an acceptable evidence of Play, which is a ticket produced in a manner that meets the specifications defined in the rules of each Party Lottery and Section 7.0 (Play Validation) and is a physical representation of the Play or Plays sold to the player or is a properly and validly registered ticketless transaction Play.

**2.10** “Jackpot” or “Grand Prize” means the top prize in the Mega Millions game.

**2.11** “Just the Jackpot™ Plays” (“JJ Plays”) means a purchased wager which includes two (2) JJ Plays as part of the Just the Jackpot promotion as described in Part IV of these Rules.

**2.12** “Lottery” or “the Lottery” means BABLO.

**2.13** “Mega Millions Finance Committee” means a committee of Mega Millions Lotteries that determines the Grand Prize amount (cash value option and annuity).

**2.14** “Mega Millions Lottery or Lotteries” means those lotteries that have joined under the Mega Millions Lottery Agreement; the group of lotteries that has reached a Cross-Selling Agreement with this MUSL Product Group for the selling of the Mega Millions game.

**2.15.** “Mega Millions Plays” (MM Plays) means Plays purchased as part of the Mega Millions game, but shall not include JJ Plays or Megaplier Plays.

**2.16** “Megaplier” means the Megaplier Promotion described in Part III of these Rules.

**2.17** “Megaplier Plays” means Plays purchased as part of the Megaplier Promotion described in Part III of these Rules.

**2.18** “MUSL” means the Multi-State Lottery Association, a government-benefit association wholly owned and operated by the Party Lotteries.

**2.19** “MUSL Board” means the governing body of MUSL that is comprised of the chief executive officer of each Party Lottery.

**2.20** “On-Line Lottery Game”, “Draw Lottery Game” or “Draw Game” means a lottery game wherein a player selects numbers out of a larger predetermined set or sets of numbers.

**2.21** “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.

**2.22** “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.

**2.23** “Play” or “Bet” means a set of six (6) numbers, the first five (5) from a field of seventy (70) numbers and the last one (1) from a field of twenty-five (25) numbers, that appear on a ticket or ticketless transaction as a single lettered selection and are to be played by a player in the game. Each Play is played separately in determining matches to winning numbers and prize amounts.

As used in these Rules, unless otherwise specifically indicated, “Play” or “Bet” includes both “MM Plays” and “JJ Plays”. “Megaplier Plays” are separately described in Part III of these Rules.

**2.24** “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.

**2.25** “Product Group” or “the Group” means a group of lotteries that has joined together to offer the Mega Millions Lottery game product pursuant to the terms of its Cross-Selling Agreement with the Mega Millions Lotteries, the MUSL Agreement and the Product Group’s own rules.

**2.26** “Set Prize” also referred to as “low-tier prize” means all other prizes except the Grand Prize and, except in instances outlined in these rules, will be equal to the prize amount established by the MUSL Board for the prize level.

**2.27** “Terminal” means a device authorized by the Maine State Lottery to function in a draw game, interactive mode with the Maine State 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.

**2.28** “Ticketless Transaction” shall include Plays sold through subscription, internet or non-standard terminals.

**2.29** “Winning numbers” means the indicia randomly selected during a Drawing event which shall be used to determine winning Plays for the Mega Millions game contained on a game ticket or ticketless transaction.

**Section 3.0 – Game Description**

**3.1** **Game description**

**3.1.1** Mega Millions is a five (5) out of seventy (70) plus one (1) out of twenty-five (25) lottery game, drawn on the “day(s), time(s) and location(s) as determined by the Mega Millions Lotteries, which pays the Grand Prize, 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 Finance Committee on a pari-mutuel basis. Except as provided in these rules, all other prizes are paid on a single payment basis.

**3.1.2** 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 set of seventy (70) numbers, and one (1) number shall be drawn from the second set of twenty-five (25) numbers, which shall constitute the Winning Numbers.

**3.1.3** To play Mega Millions, a player shall select (or computer pick) five (5) different numbers, from one (1) through seventy (70) and one (1) additional number from one (1) through twenty-five (25). The additional number may be the same as one of the first five numbers selected by the player.

**3.1.4** MM Plays can be purchased for two dollars (U.S. $2.00), including any specific statutorily-mandated tax of a Party Lottery to be included in the price of a lottery Play.

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

**3.2 Claims.** Unless otherwise permitted by the Selling Lottery, a ticket (subject to the validation requirements set forth in Section 7.0 (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 Party Lottery or its authorized agent shall be the sole method of claiming a prize or prizes. A Play Slip has no pecuniary or prize value and shall not constitute evidence of play purchase or of numbers selected. A terminal produced paper receipt has no pecuniary or prize value and shall not constitute evidence of Play purchase or of numbers selected.

**3.3 Cancellations Prohibited; Request for Plays, Returned Plays, Incomplete Transaction Plays, Stolen Plays and Refunds for Game Cancellation**

**3.3.1 Plays Non-Cancellable**. In all instances, a Play recorded on the CGS (“Computer Gaming System”) may not be voided or cancelled by returning the ticket or ticketless transaction to the Retailer or to the Selling Lottery, including tickets that are misprinted, illegible, printed in error, or for any reason not successfully transferred to an authorized selling entity or Player.

**3.3.2 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. A “Request for Play” is a sale that is not immediately recorded on the CGS, but is instead recorded onto the CGS at some future time prior to a draw event. At the sole discretion of the Lottery, authorized sales through a subscription or other system which have not been recorded on the CGS (instead recorded as “Request for Plays”), 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 3.3.1, 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 reported to MUSL.

**3.3.3 Returned Plays**. To promote good Player or Retailer relations, a Selling Lottery, at its 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, future Plays affected by changes in game features by the Selling Lottery or due to game cancellations.

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

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

**3.3.3.3** 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.

**3.3.4** **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.

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

**3.3.4.2** Incomplete Transaction Plays may not be cancelled or voided.

**3.3.4.3** 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.

**3.3.4.4** 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.

**3.3.5 Stolen Plays**. Plays recorded as stolen from a Retailer that have been recovered cannot be accepted by the Selling Lottery as Returned Plays.

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

**3.3.5.2** 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.

**3.3.6 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.

**3.3.7 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.

**3.4 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.

**3.5 Entry of Plays.** Plays may only be entered manually using the lottery terminal keypad or touch screen or by means of a Play Slip as approved by the Party Lottery or by such other means as approved by the Party Lottery. Retailers shall not permit the use of Play Slips that are not approved by the Party Lottery. Retailers shall not permit any device to be physically or wirelessly connected to a lottery terminal to enter Plays, except as approved by the Party Lottery.

**3.6 Registration of Plays.** Ticketless transaction Plays may be registered by the Lottery at a lottery processing site that meets the requirements established by the Product Group and the MUSL Board.

**3.7 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 (20). 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).

**3.8** 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 transaction effective as of the date of the matrix change.

**Section 4.0 – Mega Millions Prize Pool**

**4.1 Mega Millions Prize Pool.** The prize pool for all prize categories offered by the Party Lotteries shall consist of up to fifty-five (55%) percent 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 Grand Prize as may be required by Rule 6.1.

**4.2 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.

* + 1. The following prize reserve accounts for the Mega Millions game are hereby established:
       1. The Prize Reserve Account (PRA) which is used to guarantee the payment of valid, but unanticipated, Grand 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 Sections 4.4.1 and 17.2.1 of these Rules.
    2. The following prize pool accounts for the Mega Millions game are hereby established:
       1. The Grand Prize Pool (GPP), which is used to fund the current Grand Prize;
       2. The Set Prize Pool (SPP), which is used the fund the Set Prizes. The SPP shall hold the temporary balances that may result from having fewer than expected winners in the Set Prize (aka low-tier prize) categories. The Source of the SPP is the Party Lottery’s weekly prize contributions less actual Set Prize liability; and
       3. The Set-Aside Pool (SAP) which is used to fund the payment of the awarded minimum starting annuity Grand Prizes and the minimum annuity Grand 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 Grand Prize Pool at the time of a Grand Prize win and the amount needed to fund Grand Prize payments as determined by the Mega Millions lotteries.
    3. The above prize reserve accounts shall have maximum balance amounts or balance limiter triggers that are set by the Product Group.

The maximum balance amounts and balance limit triggers are subject to review by the MUSL Board Finance and Audit Committee. The Finance and Audit 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 and Audit 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 Grand Prize win.

* + 1. The contribution rate to the GPP from MM Plays shall be 37.6509% 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. Details shall be noted in the Comments to this Rule.

* + 1. The Product Group may determine to expend all or a portion of the funds in the prize pools (except the GPP) and the prize reserve accounts:
       1. for the purpose of indemnifying the Party Lotteries in the payment of prizes to be made by the Selling Lotteries; and
       2. 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 & Audit 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.
    2. 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.
    3. 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 its full sales percentage share of the prize reserve account, whether or not it has been paid in full.
    4. Any amount remaining in the Mega Millions prize pool accounts or prize reserve accounts 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.

**4.3 Expected Prize Payout Percentages.** The Grand Prize 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 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:

**MM Prize Pool Percentage MM Sales Percentage**

**Number of Matches Per MM Play Prize Payment Allocated to Prize Allocated to Prize**

All five (5) of first set plus one (1) of second set. Grand Prize 75.3018%\* 37.6509%

All five (5) of first set and none of second set. $1,000,000.00 7.9319% 3.9659%

Any four (4) of first set plus one (1) of second set. $10,000.00 1.0742% 0.5371%

Any four (4) of first set and none of second set. $500.00 1.2889% 0.6445%

Any three (3) of first set plus one (1) of second set. $200.00 1.3749% 0.6875%

Any three (3) of first set and none of second set $10.00 1.6498% 0.8249%

Any two (2) of first set plus one (1) of second set. $10.00 1.4436% 0.7218%

Any one (1) of first set plus one (1) of second set. $4.00 4.4752% 2.2376%

None of first set plus one (1) of second set. $2.00 5.4597% 2.7298%

\* The Grand Prize shall include the MM Prize Pool percentage allocated to the Grand Prize combined with JJ Prize Pool percentage allocated to the Grand Prize.

**4.3.1** The Grand Prize amount shall be divided equally by the number of MM Plays and JJ Plays winning the Grand Prize.

**4.3.2** 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.

**4.4 Pari-Mutuel Prize Determinations.** Except as otherwise provided for in Section 4.4.3:

**4.4.1** If the total of the Mega Millions Set Prizes (as multiplied by the respective Megaplier 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, including Megaplier prizes, awarded shall be drawn from the following sources, in the following order:

**4.4.1.1** the amount available in the SPP and the Megaplier Prize Pool, if any;

**4.4.1.2** an amount from the PRA, if available, not to exceed forty million ($40,000,000.00) per drawing.

**4.4.2** If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes, including Megaplier prizes, then the highest Set Prize shall become a pari-mutuel prize. If the amount of the highest Set Prize, including Megaplier prizes, 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 Section shall be divided among the winning MM Plays in proportion to their respective prize percentages. Mega Millions and Megaplier prizes will be reduced by the same percentage.

**4.4.3** 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 then agree to set the pari-mutuel prize amount for all lotteries selling the game at the lesser of the independently-calculated prize amounts.

**4.4.4** Except as may be required by Rule 6.1, the official advertised Grand Prize annuity amount is subject to change based on sales forecasts and/or actual sales.

**4.4.5** Subject to the laws and rules governing each Party Lottery, the number of prize categories and the allocation of 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.

**Section 5.0 – Probability of Winning Mega Millions Prizes**

The following table sets forth the probability 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.

**Number of Matches Distribution Probable/Set**

**Per MM Play Winners Probability Prize Amount**

All five (5) of first set plus

one (1) of second set 1 1:302,575,350 Grand Prize

All five (5) of first set

and none of second set 24 1: 12,607,306 $1,000,000.00

Any four (4) of first set plus

one (1) of second set 325 1: 931,001 $10,000.00

Any four (4) of first set

and none of second set 7,800 1: 38,792 $500.00

Any three (3) of first set plus

and one (1) of second set 20,800 1: 14,457 $200.00

Any three (3) of first set

and none of second set 499,200 1: 606 $10.00

Any two (2) of first set plus

one (1) of second set 436,800 1: 693 $10.00

Any one (1) of first set plus

one (1) of second set 3,385,200 1: 89 $4.00

None of first set plus

one (1) of second set 8,259,888 1: 37 $2.00

**Overall 12,610,038 1: 24.0**

**Section 6.0 – Prize Payment**

**6.1 Grand Prize**

**6.1.1** The prize money allocated from the current Mega Millions prize pool for the Grand Prize, plus any previous portions of prize money allocated to the Grand Prize category in which no matching MM Plays or JJ Plays were sold will be divided equally among all Grand Prize winning MM Plays and JJ Plays in all Participating Lotteries. The annuity Grand Prize amount will be paid in thirty (30) graduated annual installments. Grand Prizes 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 Grand Prize amount that shall be advertised by the selling lotteries as the starting guaranteed annuity Grand Prize amount.

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

**6.1.3** Unless there is a different Party Lottery rule, Grand 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, 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. The election to take the cash value option may be made within sixty (60) days after the player becomes entitled to the prize. An election made after the winner becomes entitled to the prize is final and cannot be revoked, withdrawn or otherwise changed.

**6.1.4** 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.

**6.1.5** Graduated annual payment option Grand Prize prizes shall be paid in thirty (30) graduated annual installments upon completion of internal validation procedures. The initial payment shall be paid upon completion of internal validation procedures. The subsequent twenty-nine (29) payments shall be paid graduated annually to coincide with the month of the Federal auction date on which the bonds were purchased to fund the annuity, with graduated annual installments defined in the Mega Millions Lotteries’ Finance and Operations Procedures. Payments shall escalate by a factor of five percent (5%) annually, and annual payments shall be rounded down to the nearest even one thousand dollars ($1,000.00) increment. All such payments shall be made within seven (7) days of the anniversary of the annual auction date.

**6.1.6** If individual shares of the Grand Prize Pool 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 Grand Prize pool.

**6.1.7** 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.

**6.1.8** 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, MUSL Finance & Audit 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 & Audit Committee or the Product Group.

**6.19** 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 on the MUSL or any other Party Lottery for payment of that prize.

**6.2 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.

A Party Lottery may begin paying low-tier prizes after receiving authorization to pay from MUSL central office.

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

Prizes other than the Grand 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 for the next drawing.

**6.4 Reserved**

**6.5 Reserved**

**6.6 Limited to Highest Prize Won.** The holder of a winning MM Play may win only one (1) prize per Play in connection with the winning numbers drawn, and shall be entitled only to the prize won by those numbers in the highest matching prize category. A JJ Play is not eligible to win non-Grand Prizes/non-Jackpot prizes. All liability for a Mega Millions prize are discharged upon payment of a prize claim.

**6.7 Prize Claim Period.** Prize claims shall be submitted within the period set by the Party Lottery selling the Play, which in Maine is one (1) year from the prize eligibility date. The prize eligibility date is the date of the winning draw.

**Section 7.0 – Play Validation**

**7.1** 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. MUSL and the Party Lotteries shall not be responsible for Plays that are altered in any manner.

**7.2 Specific Requirements for Validation of Tickets Sold in Maine**

**7.2.1** Under no circumstances will a claim be paid for either the Grand Prize or the Second 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 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.

**7.2.2** In addition to Section 7.2.1, in order to be deemed a valid, winning Mega Millions Play, unless the Play is a validly registered ticketless transaction, and eligible to receive a prize, all the following requirements must be met:

**7.2.2.1** The ticket must have been issued by the Lottery through a licensed agent, via a terminal, in an authorized manner. The ticket must be intact and must not be mutilated, altered, reconstructed, or tampered with in any manner.

**7.2.2.2** The ticket date must have been recorded in the Lottery's central computer system at least sixty (60) minutes prior to the drawing; even if it appears that a Bet is accepted (by virtue of a printed ticket), any bet placed other than at least sixty (60) minutes prior to the drawing (regardless of when the drawing is held) is void.

**7.2.2.3** The play data appearing on the ticket must correspond precisely with the Lottery's computer gaming system record.

**7.2.2.4** The validation number must appear in its entirety, and correspond, using a computer validation file, to the winning game Play or Plays printed on the ticket. The ticket stock sequential number on the back of the ticket must correspond to the Lottery's inventory records.

**7.2.2.5** The ticket must not be defectively printed, fuzzy, produced in error, counterfeit in whole or in part, altered, unreadable, reconstructed, tampered with in any manner, stolen, blank or partially blank, misregistered, or defective. The ticket must not be an exact duplicate of another winning ticket.

**7.2.2.6** All play data appearing on an apparent winning ticket must correspond to the Lottery's records of winning Plays, and another ticket with identical Play data shall not have been paid.

**7.2.2.7** The ticket must be intact, fully legible, complete and not miscut, correspond to the data on file at the Lottery in every respect.

**7.2.2.8** The ticket must pass all other security criteria determined by the Mega Millions Finance and Operations Procedures, BABLO and MUSL.

**7.2.2.9** The ticket must be validated in accordance with the provisions of these rules relating to the procedures for claiming prizes and for the payment thereof.

**7.2.2.10** An apparent winning ticket shall be void unless the ticket paper stock roll which was in use at the time of the Bet by, and validly issued to, the agent from whom the ticket was purchased.

**7.2.3** In the event that a ticket fails to pass all the criteria set forth in subpart 7.2.2 of this rule, the ticket shall be deemed void and ineligible for any prize and shall not be paid. In the event of a dispute or other instance of doubt, the decision of the executive director shall be final and binding. If the executive director determines that the ticket is not eligible to receive a prize, then the executive director may, at the executive director's option, replace an invalid, defective or otherwise erroneous ticket with a ticket of equivalent sales price from any current lottery game. Replacement of the ticket shall be the bearer or claimant's sole and exclusive remedy.

**Section 8.0 – Play Responsibility**

**8.1 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.

**8.2 Reserved**

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

**8.4 Ticketless Transaction Plays**. A receipt for a ticketless transaction Play has no value and is not evidence of a play. A ticketless transaction Play is valid when registered with the Lottery in accordance with these rules and the person or, if permitted by the lottery rules, the persons registering the Play shall be the owner of the ticketless transaction Play.

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

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

**Section 9.0 – Ineligible Players**

**9.1** 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 Play or share shall not be paid to:

**9.1.1** a MUSL employee, officer, or director;

**9.1.2** a contractor or consultant under agreement with MUSL to review the MUSL audit and security procedures;

**9.1.3** 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

**9.1.4** an immediate family member (parent, stepparent, child, stepchild, spouse, or sibling) of an individual described in this subsection and residing in the same household.

**9.2** A Play or ticketless transaction may not be sold to, or purchased by, individuals who have not attained 18 years of age. However, Plays or ticketless transactions may be given as gifts to minors or any other individuals except as prohibited by Maine law.

**9.3** As set forth in Title 8 M.R.S.A. Section 381, a Play or share of the Mega Millions game may not be purchased by and a prize may not be paid to any of the following persons:

**9.3.1 Commission officers**. An officer of the commission;

**9.3.2 Senior supervisory personnel**. Senior supervisory employees of the commission, as determined by the commission officers; and

**9.3.3 Household member**. Any spouse, child, brother, sister, parent or person residing as a member of the same household in the principal place of abode of any of the persons identified in this subsection. 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.

**Section 10.0 – Applicable Law**

In purchasing a Play, or attempting to claim a prize in Maine, purchasers and prize claimants agree to comply with and abide by all applicable Maine 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 Operation Procedures.

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 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 its 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, a prize shall not 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.

**PART III – Special Game Rules: Mega Millions® Megaplier® Promotion**

**Section 11.0 – Promotion Description**

The Mega Millions Megaplier Promotion is a limited extension of the Mega Millionsgame and is conducted in accordance with the Mega Millions game rules and other lottery rules applicable to the Mega Millions game except as may be amended herein. The Promotion will begin at a time announced by the Party Lottery and will continue until discontinued by the Lottery. The Promotion will offer to the owners of a qualifying Megaplier Play a chance to multiply or increase the amount of any of the Set Prizes (the prizes normally paying two dollar ($2.00) to one million dollars ($1,000,000.00)) won in a drawing held during the Promotion. The Grand Prize is not a Set Prize and will not be multiplied or increased by means of the Megaplier Promotion or the Just the Jackpot Promotion.

**Section 12.0 – Qualifying Play**

A qualifying Megaplier Play is any single Mega Millions Play for which the player pays an extra one dollar ($1.00) for the Megaplier option and that is recorded on the Party Lottery’s computer gaming system as a qualifying Megaplier Play. The purchase of Just the Jackpot Plays do not qualify to purchase a Megaplier Play.

**Section 13.0 – Prizes to be Increased**

Except as provided in these rules, a qualifying Megaplier Play that wins one (1) of the Set Prizes will be multiplied by the number drawn, either two, three, four, or five (2, 3, 4, or 5), in a separate random Megaplier drawing announced in a manner approved by the Product Group.

**Section 14.0 –Megaplier Draws**

MUSL will either itself conduct, or authorize a U.S. Lottery to conduct on its behalf, a separate random “Megaplier” drawing. Before each Mega Millions drawing, a single number (two, three, four, or five (2, 3, 4, or 5)) shall be drawn. The Product Group may change one (1) or more of the multiplier features for special promotions from time to time. In the event the multiplier drawing does not occur prior to the Mega Millions drawing, the multiplier number will be a five (5), which shall solely be determined by the lottery authorized to conduct the “Megaplier” drawing.

**Section 15.0 – Prize Pool**

**15.1 Megaplier Prize Pool**

**15.1.1** The Megaplier Prize Pool (MPP) is hereby created, and shall be used to fund Megaplier prizes. The MPP shall hold the temporary balances that may result from having fewer than expected winning Megaplier Plays. The source of the MPP is the Party Lottery’s weekly prize contribution less actual Megaplier Prize liability.

**15.1.2** Up to fifty-five percent (55%) of each drawing period’s sales, as determined by the Game Group, including any specific statutorily-mandated tax of a Party Lottery to be included in the price of a lottery ticket shall be collected for the payment of the Megaplier prizes.

**15.1.3** Prize payout percentages per draw may vary. The MPP shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the Megaplier prizes awarded in the current draw and held in the MPP.

**15.2 End of Game.** Any amount remaining in the MPP when the Product Group declares the end of this game shall be returned to the lotteries participating in the account 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 jurisdictional law.

**15.3 Expected Prize Payout.** Except as provided in these rules, all prizes awarded shall be paid as single payment set prizes. Instead of the Mega Millions set prize amounts, qualifying Megaplier plays will pay the amounts shown below when matched with the Megaplier number drawn:

**Prize Levels Standard with Megaplier Purchase**

**Prize Levels Prize Amount 2X 3X 4X 5X**

Match5 +0 $1,000,000.00 $2,000,000.00 $3,000,000.00 $4,000,000.00 $5,000,000.00

Match 4+1 $10,000.00 $20,000.00 $30,000.00 $40,000.00 $50,000.00

Match 4+0 $500.00 $1,000.00 $1,500.00 $2,000.00 $2,500.00

Match 3+1 $200.00 $400.00 $600.00 $800.00 $1,000.00

Match 3+0 $10.00 $20.00 $30.00 $40.00 $50.00

Match 2+1 $10.00 $20.00 $30.00 $40.00 $50.00

Match 1+1 $4.00 $8.00 $12.00 $16.00 $20.00

Match 0+1 $2.00 $4.00 $6.00 $8.00 $10.00

The Megaplier Promotion and multiplier numbers do not apply to the Mega Millions Grand Prize.

In certain rare instances, the Mega Millions set prize amount may be less than the amount shown. In such case, the Megaplier prizes will be a multiple of the changed Mega Millions prize amount announced after the draw. For example, if the Match 4+1 Mega Millions set prize amount of ten thousand dollars ($10,000.00) becomes two thousand dollars ($2,000.00) under the rules of the Mega Millions game, then a Megaplier player winning that prize amount with a 4X multiplier would win eight thousand dollars ($8,000.00): two thousand dollars ($2,000.00) multiplied by four (4) ($2,000.00 x 4).

Section 16.0 – Probability of Winning

The following table sets forth the probability of various Megaplier numbers being drawn during a single Mega Millions drawing. The Product Group may elect to run limited promotions that may modify the multiplier features.

**Megaplier Probability of Prize Increase**

5X – Prize Won Times 5 1 in 15

4X – Prize Won Times 4 3 in 15

3X – Prize Won Times 3 46 in 15

2X – Prize Won Times 2 5 in 15

The Megaplier Promotion and multiplier numbers do not apply to the Mega Millions Grand Prize.

**Section 17.0 – Limitations on Payment of Megaplier Prizes**

**17.1 Prize Pool Carried Forward**. The prize pool percentage allocated to the Megaplier set prizes 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 or may be held in a prize reserve account.

**17.2 Pari-Mutuel Prizes – All Prize Amounts**

**17.2** Except as otherwise provided for in Section 17.2.3:

**17.2.1** If the total of the original Mega Millions set prizes and the Megaplier prize amounts awarded in a drawing exceeds the percentage of the prize pools allocated to the set prizes, then the amount needed to fund the Set Prizes (including the Megaplier prize amounts) awarded shall be drawn from the following sources, in the following order:

**17.2.1.1** the amount available in the SPP and the MPP if any;

**17.2.1.2** an amount from the PRA, if available in the account, not to exceed forty million dollars ($40,000,000.00) per drawing.

**17.2.2** If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes awarded (including Megaplier prize amounts), then the highest Set Prize (including the Megaplier prize amounts) 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 (including the Megaplier prize amount) 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 and Megaplier prizes will be reduced by the same percentage.

**17.2.3** By agreement with the Mega Millions Lotteries, the Mega Millions Lotteries shall independently calculate their set pari-mutuel prize amounts, including the Megaplier prize amounts. The Party Lotteries and the Mega Millions Lotteries shall then agree to set the pari-mutuel prize amounts for all lotteries selling the game at the lesser of the independently-calculated prize amounts.

# **Section 18.0 – Prize Payment**

**18.1 Prize Payments.** All Megaplier prizes shall be paid in one single payment through the Party Lottery that sold the winning Megaplier Play(s). A Party Lottery may begin paying Megaplier prizes after receiving authorization to pay from the MUSL central office.

**18.2 Prizes Rounded.** Prizes that, under these rules, may become pari-mutuel prizes, may be rounded down so that prizes can be paid in whole dollars. Breakage resulting from rounding these prizes shall be carried forward to the MPP for the next drawing.

**PART IV – Special Game Rules; Mega Millions® Just the JackpotTM Promotion**

The Mega Millions Just the Jackpot Promotion is a limited extension of the Mega Millions game and is conducted in accordance with the MUSL Mega Millions Product Group game rules. The Maine Lottery has elected not to offer the Just the Jackpot Promotion at this time. Just the Jackpot will impact the amount of the Grand Prize in the Mega Millions game, and participants in the Just the Jackpot Promotion in other lottery jurisdictions may win the Mega Millions Grand Prize.

**PART V – Agents**

#### Section 19.0 – Agents

**19.1** Agents selling Mega Millions and Megaplier Plays shall comply with all applicable Maine laws, rules, regulations, procedures, and decisions of the Lottery and with all applicable MUSL rules, regulations and requirements.

**19.2** Each agent shall receive commission of five percent (5%) of gross receipts for Mega Millions and Megaplier plays sold by that agent.

**19.3** Agent bonus of one percent (1%) up to $50,000 for any winning Grand Prize play sold by that agent.

**19.4** Agent bonus of one percent (1%) up to $25,000 for any single Match 5+0 winning play sold by that agent

**Section 20.0 – EFFECTIVE DATE**

These rules shall become effective with the drawing on April 2, 2019.

STATUTORY AUTHORITY: 8 M.R.S. §374

EFFECTIVE DATE:

May 15, 2010, filing 2010-185 (as 18-364 Chapter 4)

AMENDED:

September 20, 2010 – filing 2010-426 (as 18-553 Chapter 40)

October 23, 2013 – filing 2013-253

December 5, 2016 – filing 2016-208

October 28, 2017 – filing 2017-162

May 8, 2019 – filing 2019-072