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## OREGON STATE LOTTERY

### DIVISION 98

### MEGA MILLIONS<sup>®</sup>

**March 21, 2010**

#### **177-098-0000 Purpose**

These rules establish the requirements for playing Mega Millions,<sup>®</sup> a lotto game operated through a Cross-Selling Agreement for the selling of the Mega Millions<sup>®</sup> Game by the Multi-State Lottery Association (hereinafter referred to as "MUSL"), of which the Oregon State Lottery is a member.

#### **177-098-0010 Definitions**

The following definitions apply unless the context requires a different meaning:

- (1) "**Drawing**" means the formal process of selecting winning numbers which determine the number of winners for each prize level of the game.
- (2) "**Draw game terminal**" or "**Terminal**" has the meaning set forth in OAR 177-070-0005(4).
- (3) "**Finance & Audit Committee**" means the committee established by the Multi-State Lottery Association Agreement.
- (4) "**Game board**" or "**Boards**" means that area of the play slip which contains two sets of numbered squares to be marked by the player, the first set containing fifty-six squares, numbered one through fifty-six and the second set containing forty-six squares, numbered one through forty-six.
- (5) "**Game ticket**" or "**Ticket**" means a ticket produced by a terminal which contains the caption Mega Millions<sup>®</sup>, one or more lettered game plays followed by the drawing date, the price of the ticket, whether or not the player has purchased the Megaplier<sup>®</sup> option, the number of draws, the drawing dates if more than one drawing was purchased, a six digit retailer number, and a serial number that is compatible with the Lottery's central computer system.
- (6) "**Jackpot**" means the top prize of the Mega Millions<sup>®</sup> game. The annuity Jackpot Prize is an amount that would be paid in twenty-six annual installments.
- (7) "**Mega Millions<sup>®</sup> Finance Committee**" means a committee of the Mega Millions<sup>®</sup> Lotteries which determines the Jackpot Prize amount and the cash value option rate.

(8) “**Mega Millions® Lottery or Lotteries**” means those lotteries which have joined under the Mega Millions® Lottery Agreement and through a Cross-Selling Agreement with MUSL, to operate and sell the Mega Millions® game.

(9) “**Megaplier®**” means Mega Millions® game feature, known as "Megaplier®", by which a player, for an additional wager of \$1 per play, can increase the guaranteed prize amount or pari-mutuel prize amount, as applicable, excluding the Jackpot Prize by a factor of two, three, or four times depending upon the multiplier number that is drawn prior to the Mega Millions® game drawing.

(10) "**MUSL**" means the Multi-State Lottery Association.

(11) "**MUSL Board**" means the governing body of MUSL which is comprised of the chief executive officer of each Party Lottery.

(12) “**Participating Lottery**” or “**Selling Lottery**” means a state lottery or lottery of a political subdivision or entity which is participating in selling the Mega Millions® game and which may be a member of either group.

(13) "**Party Lottery**" means a state lottery or lottery of a political subdivision or entity which has joined the MUSL and, in the context of these Product Group Rules, which has joined in selling the games offered by the MUSL Mega Millions® Product Group.

(14) "**Play**" means the six numbers, the first five from a field of fifty-six numbers and the last one from a field of forty-six numbers, that appear on a ticket as a single lettered selection and are to be played by a player in the game.

(15) "**Play slip**" means a card used in marking a player's game plays and containing one or more boards.

(16) “**Product Group**” means the group of lotteries which 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 Multi-State Lottery Agreement and the Group’s own rules.

(17) “**Quick Pick**” means the random selection by the computer system of two-digit numbers that appear on a ticket and are played by a player in the game.

(18) "**Retailer**" means a person or entity authorized by a Party Lottery to sell lottery tickets.

(19) "**Set Prize**" means all other prizes except the Jackpot Prize that are advertised to be paid by a single lump sum payment and, except in instances outlined in these rules, will be equal to the prize amount established by the MUSL Board for the prize level.

(20) "**Winning numbers**" means the six numbers, the first five from a field of fifty-six numbers and the last one from a field of forty-six numbers, randomly selected at each drawing, which shall be used to determine winning plays contained on a game ticket.

**177-098-0020            Game Description**

(1) **General Information:** Mega Millions<sup>®</sup> is a five out of fifty-six plus one out of forty-six lottery game, drawn on the day(s), time(s) and location(s) as determined by the Mega Millions<sup>®</sup> Lotteries, and which pays the Jackpot 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 an annual pari-mutuel basis or as a cash value option using a rate determined by the Mega Millions<sup>®</sup> Finance Committee on a pari-mutuel basis. Except as provided in these rules, all other prizes are paid as a single lump sum payment.

(2) **Selection of Numbers:** To play the Mega Millions<sup>®</sup> game, a player shall select five different numbers, from one through fifty-six and one additional number from one through forty-six (the Mega ball), for input into a terminal. The Mega ball may be the same as one of the first five numbers selected by the player, as long as it is from one through forty-six.

(3) **Purchase of Tickets:** Tickets can be purchased for one dollar (U.S. \$1.00), either from a terminal operated by a retailer (i.e., a clerk-activated terminal) or from a terminal operated by the player (i.e., a player-activated terminal).

(a) If purchased from a retailer, the retailer will issue a ticket, via the terminal, containing the player's selected set or sets of numbers, each of which constitutes a game play. The player may select a set of five numbers from one to fifty-six and one additional number from one through forty-six by:

(A) Marking six numbered squares in any one game board on a play slip and submitting the play slip to the retailer; or

(B) Requesting "Quick Pick" from the retailer.

(b) Tickets can be purchased from a player-activated terminal by use of a touch screen or by inserting a play slip into the machine.

(c) A player may purchase tickets for future consecutive drawings up to the maximum permitted by the Lottery.

(4) **Player Responsibility:** It is the sole responsibility of the player to verify the accuracy of the game play or plays and other data printed on the ticket. A ticket may not be voided or canceled by returning the ticket to the retailer or to the Lottery, including tickets that are printed in error. No ticket may be returned to the Lottery for credit. The placing of plays is done at the player's own risk through the Lottery retailer, who when entering the play or plays is acting on behalf of the player.

(5) **Determination of Winning Numbers:** The winning numbers for the Mega Millions<sup>®</sup> game shall be determined at a drawing conducted under the supervision of the Mega Millions<sup>®</sup> Lotteries and the MUSL Board. Winning numbers shall be selected at random with the aid of mechanical drawing equipment or a random number generator. The Lottery Director shall designate a Drawing Manager who shall review and randomly observe the Mega Millions<sup>®</sup> game drawings conducted.

A ticket, subject to the validation requirements set forth in these rules and OAR 177-070-0035, is the only proof of a game play or plays and the submission of a winning ticket to the Lottery or an authorized retailer as required by these rules is the sole method of claiming a prize or prizes. A play slip or a copy of a ticket has no pecuniary or prize value and does not constitute evidence of ticket purchase or of numbers selected. A terminal produced paper receipt has no pecuniary or prize value and does not constitute evidence of ticket purchase or of numbers selected.

**177-098-0040 Prize Pool**

(1) **Prize Pool:** The prize pool for all prize categories shall consist of up to fifty-one percent of each drawing period's sales, including any specific statutorily-mandated tax of a Party Lottery to be included in the price of a lottery ticket, after the prize reserve accounts are funded to the amounts set by the Product Group. The prize pool may be higher or lower than fifty-one percent based upon the number of winners at each prize level, as well as the funding required to meet a guaranteed Annuity Jackpot Prize as may be required by OAR 177-098-0060. Any amount remaining in the prize pool at the end of the Mega Millions® game shall be carried forward to a replacement game or expended in a manner as directed by the Product Group in accordance with the law of the state or jurisdiction.

(2) **Prize Reserve Accounts:** An amount up to one percent 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 ticket, shall be added to a Party Lottery's Jackpot Prize Pool contribution and placed in trust in one or more prize reserve accounts held by the Product Group at any time that the Party Lottery's share of the prize reserve account(s) is below the amounts designated by the Product Group. The Product Group, with approval of the Finance & Audit Committee, may establish a maximum balance for the prize reserve account(s). The Product Group may determine to expend all or a portion of the funds in the accounts for the payment of prizes or special prizes in the game; subject to the approval of the Finance and Audit Committee. The 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 shares of the Party Lotteries. Any amount remaining in a prize reserve account at the end of the Mega Millions® game shall be carried forward to a replacement prize reserve account or expended in a manner as directed by the Product Group in accordance with the law of the state or jurisdiction.

(3) **Expected Prize Payout Percentages:** The Jackpot Prize shall be determined on a pari-mutuel basis. Except as provided in these rules and except for winning prizes sold by the California Lottery, all other prizes awarded shall be paid as set cash prizes with the following expected prize payout percentages, which does not include an additional amount held in prize reserves:

**Prize Pool Percentages**

<b>Number of Matches per Play</b>	<b>Prize</b>	<b>Allocated to Prize</b>
1. All 5 of first set plus one of second set (Mega ball)	Jackpot Prize	63.60%
2. All 5 of first set and		

None of second set (no Mega ball)	\$250,000	12.80%
3. Any four of first set plus One of second set (Mega ball)	\$10,000	2.90%
4. Any four of first set and None of second set (no Mega Ball)	\$150	1.96%
5. Any three of first set plus one of second set (Mega Ball)	\$150	2.18%
6. Any two of first set plus one of second set (Mega Ball)	\$10	2.38%
7. Any three of first set and none of second set (no Mega Ball)	\$7	4.58%
8. Any one of first set plus one of second set (Mega Ball)	\$3	4.26%
9. None of first set and one of second set (Mega Ball only)	\$2	5.34%

(a) **Division of Jackpot Prize Among Winners:** The Jackpot Prize amount shall be divided equally by the number of game tickets winning the Jackpot Prize.

(b) **Set Prizes:** The prize pool percentage allocated to the set prizes (the single lump sum prizes of \$250,000 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.

(c) **Liability Cap:** Should total prize liability for all lotteries selling the Mega Millions<sup>®</sup> game (exclusive of Jackpot Prize carry forward) exceed 300 percent of draw sales or 50 percent of draw sales plus \$50,000,000 (fifty million dollars), whichever is less, (both hereinafter referred to as the "Liability Cap"), prize levels two through five (\$250,000, \$10,000, \$150, and \$150 set prize levels) shall be paid on a pari-mutuel basis, provided, however, that in no event shall the pari-mutuel prize be greater than the official advertised prize. The amount to be used for the allocation of such pari-mutuel prizes (prize levels two through five) shall be the liability cap less the amount paid for the Jackpot Prize and the prizes paid for levels six through nine (\$10, \$7, \$3 and \$2 set prize levels). To fund their portion of the Liability Cap, the Party Lotteries may utilize:

(i) the amount allocated to the set prizes in levels two through nine and carried forward from previous draws, if any, and

(ii) an amount from the prize reserve account described in section (2) of this rule.

(d) **Prize Payments when Liability Cap Met:** In the event the Liability Cap is met, the amount to fund the Jackpot Prize together with the amounts to fund the prize levels six

through nine shall be first paid from the Liability Cap amount. The balance of the Liability Cap, after deducting the Jackpot Prize and payment for set prize levels six through nine (hereinafter referred to as the "Liability Cap Balance"), shall be applied to the second through fifth level set prize payments on a pari-mutuel basis in accordance with the following formula:

(A) Prize Level two (normally \$250,000) shall be an amount equal to 64.53% of the Liability Cap Balance divided by the number of winning game tickets in Prize Level two;

(B) Prize Level three (normally \$10,000) shall be an amount equal to 14.63% of the Liability Cap Balance divided by the number of winning game tickets in Prize Level three; and

(C) Prize Levels four and five (normally \$150) shall be an amount equal to 20.84% of the Liability Cap Balance divided by the number of combined winning game tickets in Prize Levels four and five.

(4) **Advertised Jackpot Prize Annuity Amount:** Except as required by OAR 177-098-0060 the official advertised Jackpot Prize annuity amount is subject to change based on sales forecasts and/or actual sales. Additionally, this prize amount may be rounded up to the next highest affordable multiple of one million dollars, at the discretion of the Party Lotteries.

(5) **Changes to Prize Categories:** 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<sup>®</sup> Lotteries, for promotional purposes. Such change shall be announced by the Lottery prior to the drawing to which the change applies.

**OAR 177-098-0050                      Probability of Winning**

(1) **General:** The following table sets forth the probability of winning and the probable distribution of winners in and among each prize category, based upon the total number of possible combinations in Mega Millions<sup>®</sup>. All prize winning tickets sold by the California Lottery are paid on a pari-mutuel basis.

Prize Level	Numbers of Matches per Ticket	Probability Distribution		Probable/Set Prize Amount
		Winners	Probability	
1	Match 5 + Mega Ball	1	1:175,711,536.00	Jackpot Prize
2	Match 5	45	1:3,904,700.80	\$250,000
3	Match 4 + Mega Ball	255	1:689,064.85	\$10,000
4	Match 4	11,475	1:15,312.55	\$150

5	Match 3 + Mega Ball	12,750	1:13,781.30	\$150
6	Match 2 + Mega Ball	208,250	1:843.75	\$10
7	Match 3	573,750	1:306.25	\$7
8	Match 1 + Mega Ball	1,249,500	1:140.63	\$3
9	Match Mega Ball	2,349,060	1:74.80	\$2
	<b>Overall</b>	4,405,086	1:39.89	

**OAR 177-098-0060 Prize Payment**

(1) **Selection of Payment Type:** Jackpot Prizes shall be paid, at the election of the player made no later than 60 days after validation of the prize, with either a per winner annuity or single lump sum payment. If the payment election is not made by the player within 60 days after validation, then the prize shall be paid as an annuity prize. The election to take the single lump sum payment may be made at the time of validation of the prize claim or within 60 days thereafter. An election made after validation is final and cannot be revoked, withdrawn, or otherwise changed.

(2) **Share of the Jackpot Prize:** Shares of the Jackpot Prize shall be determined by dividing the amount available in the Jackpot Prize pool equally among all winners of the Jackpot Prize. The portion of the prize money allocated from the current Mega Millions<sup>®</sup> prize pool for the Jackpot Prize, plus any previous portions of prize money allocated to the Jackpot Prize category in which no matching tickets were sold and monies from a reserve needed to fund a guaranteed Jackpot Prize will be divided equally among all Jackpot Prize winners in all participating lotteries.

(3) **Lump Sum Payment:** Jackpot Prize winner(s) who elect a lump sum payment (cash value option) shall be paid their share(s) in a single lump sum payment. The lump sum payment amount shall be determined by the Product Group. The lump sum payment shall be paid upon completion of all internal validation procedures. Prize payments may be rounded down to the nearest \$1,000.

(4) **Initial and Annual Annuitized Payments:** The annuity Jackpot Prize amount will be paid in twenty-six annual installments. The initial payment shall be paid upon completion of all internal validation procedures. The subsequent twenty-five 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 days of the anniversary of the annual auction date. All annuitized prizes shall be paid annually in twenty-six payments with the initial payment being made in cash, to be followed by twenty-five payments funded by the annuity. Prize payments may be rounded down to the nearest \$1,000.

(5) **Minimum Jackpot Prizes and Increases:** If the sales support a Jackpot Prize that is at least \$12 million, as an annuity, lower than the advertised annuity prize amount, then the resulting annuity prize amount to be paid will be the highest fully funded million plus \$12 million, as an annuity, or the advertised Jackpot Prize, whichever is lower. In no event, however, as may be required by a Mega Millions<sup>®</sup> Lottery law or rule, shall the Jackpot Prize paid be less than the official advertised annuity prize amount of the immediately prior drawing. When there is only one winning Mega Millions<sup>®</sup> ticket for the annuity prize, no Jackpot Prize paid in twenty-six annual installments shall be less than \$12 million.

(6) **Roll Over of Jackpot Prize:** If in any Mega Millions<sup>®</sup> drawing there are no Mega Millions<sup>®</sup> plays which qualify for the Jackpot Prize category, the portion of the prize fund allocated to such Jackpot Prize category shall remain in the Jackpot Prize category and be added to the amount allocated for the Jackpot Prize category in the next consecutive Mega Millions<sup>®</sup> drawing.

(7) **Funding the Annuity:** Funds for the initial payment of an annuitized prize or the lump sum cash prize shall be made available by MUSL for payment by the Party Lottery on a schedule approved by the Product Group. If individual shares of the cash held to fund an annuity is less than \$250,000, the Product Group, in its sole discretion, may elect to pay the winners their share of the cash held in the Jackpot Prize pool. All annuitized prizes shall be paid annually in twenty-six payments with the initial payment being made in cash, to be followed by twenty-five payments funded by the annuity. Prize payments may be rounded down to the nearest one thousand dollars. Neither MUSL nor the party lotteries shall be responsible or liable for changes in the advertised or estimated annuity prize amount and the actual amount purchased after the prize payment method is actually known to MUSL.

(8) **Lack of Available Funds:** 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 lump sum cash amount may be delayed pending receipt of funds from the Party Lotteries or other lotteries participating in the Mega Millions<sup>®</sup> Game. A Party Lottery may elect to make the initial payment from its own funds after validation, with notice to MUSL.

(9) **Death of Winner:** In the event of the death of a lottery winner sold by a Party Lottery during the annuity payment period, the 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 ticket, 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.

(10) **Low-Tier Cash Prize Payments:** All low-tier cash prizes (all prizes except the Jackpot Prize) shall be paid in cash through the Party Lottery which sold the winning ticket(s). A Party Lottery may begin paying low-tier cash prizes after receiving authorization to pay from the MUSL central office.

(11) **Rounding of Prize Payments:** Annuitized payments of the Jackpot Prize or a share of the Jackpot Prize may be rounded to facilitate the purchase of an appropriate funding mechanism. Breakage on an annuitized Jackpot Prize win shall be added to the first payment to the winner or winners. Prizes other than the Jackpot Prize which, 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.

(12) **Roll Over of Jackpot Prize:** If the Jackpot Prize is not won in a drawing, the prize money allocated for the Jackpot Prize shall roll over and be added to the Jackpot Prize pool for the following drawing.

(13) **One Prize per Board:** The holder of a winning ticket may win only one prize per board 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.

(14) **Claim Expires in One Year:** Claims for all prize categories, including the Jackpot Prize, shall be submitted within one year after the date of the drawing in accordance with these rules and OAR 177-070-0025(3).

#### **177-098-0070            Ticket Validation**

(1) **Validation Requirements:** To be a valid ticket and eligible to receive a prize, a Mega Millions<sup>®</sup> ticket shall satisfy all the requirements established by Lottery for validation of winning Mega Millions<sup>®</sup> tickets sold through Lottery's central computer system and any other validation requirements adopted by the Product Group, the MUSL Board and any other requirements published as the Confidential MUSL Minimum Game Security Standards. The Lottery and MUSL shall not be responsible for tickets which are altered in any manner. When a winning Mega Millions<sup>®</sup> ticket is submitted to the Lottery for validation along with the Lottery's completed claim form, and the Lottery has initiated the validation procedures, the Lottery retains possession of the winning ticket and claim form.

(2) **Mega Millions<sup>®</sup> Ticket Required:** Under no circumstances will a claim be paid for either the Jackpot Prize or a lower tier set prize without an official Mega Millions<sup>®</sup> ticket matching all game play, serial number and other validation data residing in Lottery's gaming system computer and such ticket shall be the only valid proof of the wager placed and the only valid receipt for claiming or redeeming such prize.

(3) **Additional Validation Requirements:** In addition to the validation requirements set forth in section (1) of this rule, in order to be deemed a valid, winning Mega Millions<sup>®</sup> ticket, 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 a Lottery retailer authorized to sell Mega Millions<sup>®</sup> tickets on official paper stock of the Lottery;
- (f) The ticket must not have been stolen, to the knowledge of the Lottery;
- (g) The ticket must be submitted for payment in accordance with these rules.
- (h) The ticket data must have been recorded on the Lottery's central computer system prior to the drawing and the ticket 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 Lottery's central computer, the wager accepted by the Lottery's central computer shall be the valid wager;
- (i) The player or computer number selections, validation data and the drawing date(s) of an apparent winning ticket must appear on the official file of winning tickets, and a ticket with that exact data must not have been previously paid;
- (j) The ticket must not be misregistered, defectively printed, or printed or produced in error to an extent that it cannot be validated by the Lottery;
- (k) The ticket must pass validation tests using a minimum of three of the five validation methods as defined in the Mega Millions<sup>®</sup> Finance and Operations Procedures, Section 15. In addition, the ticket must pass all other confidential security checks of the Lottery;
- (l) In submitting a Mega Millions<sup>®</sup> ticket 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 ticket;
- (m) There must not be any other breach of these Mega Millions<sup>®</sup> Rules in relation to the ticket, which, in the opinion of the Director of the Party Lottery that issued the ticket, justifies invalidation; and
- (n) The ticket must be submitted to the Party Lottery that issued it.

#### **177-098-0080 Ticket Responsibility**

- (1) **General:** Until such time as a signature is placed in the area designated for signature, a Mega Millions<sup>®</sup> ticket is owned by the bearer of the ticket. MUSL, the Product Group, and the Lottery are not responsible for lost or stolen tickets.
- (2) **Reporting Errors:** Winners are determined by the numbers drawn and certified by the independent auditor responsible for auditing the Mega Millions<sup>®</sup> draw. Neither the Lottery, nor MUSL is responsible for Mega Millions<sup>®</sup> winning numbers reported in error.

**177-098-0090            Ineligible Players**

(1) **General:** A Mega Millions<sup>®</sup> game ticket may not be purchased by and a prize may not be paid to, a member of the Lottery Commission, the director, the assistant directors or any employee of the Lottery, or to any spouse, child, brother, sister, or parent of such person.

(2) **MUSL Restrictions:** A Mega Millions<sup>®</sup> ticket issued by the MUSL or any of its Party Lotteries shall not be purchased by, and a prize won by any such ticket shall not be paid to:

(a) A MUSL employee, officer, or director;

(b) A contractor or consultant under agreement with the MUSL to review the MUSL audit and security procedures;

(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, share-holders, or owners in the local office of the firm; or

(d) An immediate family member (parent, stepparent, child, stepchild, spouse, or sibling) of an individual described in subsections (a) through (c) of this section and residing in the same household.

**177-098-0100            Applicable Law**

(1) **General:** In purchasing a Mega Millions<sup>®</sup> ticket issued by the Lottery, the purchaser agrees to comply with and be bound by all applicable statutes, administrative rules and procedures of the Lottery and MUSL, and by the directives and determinations of the Lottery director. The purchaser agrees, as the purchaser's sole and exclusive remedy, that claims arising out of a Mega Millions<sup>®</sup> ticket purchased from the Lottery can be pursued only against the Lottery and not any other Party Lottery. Litigation, if any, shall only be maintained within the state in which the Mega Millions<sup>®</sup> ticket was purchased and only against the Party Lottery that issued the ticket.

(2) **Final Determinations:** All decisions made by the Lottery director, including the declaration of prizes and the payment thereof and the interpretation of Mega Millions<sup>®</sup> game rules and procedures, are final and binding on all purchasers and on every person making a claim in respect thereof. Nothing in this rule shall be construed as a waiver of any defense or claim the Lottery may have in the event a purchaser or person making a claim pursues litigation against the Lottery Commission or the Lottery, its officers, or employees.

**177-098-0110            Megaplier<sup>®</sup>**

(1) **General:** Megaplier<sup>®</sup> is an optional, limited extension promotion of the Mega Millions<sup>®</sup> Game described in OAR Division 98. The Lottery Director, in the Lottery Director's sole discretion and based on agreements with MUSL, is authorized to initiate and terminate the Megaplier<sup>®</sup> option.

(2) **Set Prizes Only:** Megaplier® multiplies the amount of any of the cash Set Prizes (the cash prizes normally paying \$2 to \$250,000) won in a drawing held during the promotion. The Jackpot Prize is not a Set Prize and will not be multiplied.

(3) **Qualifying Play:** A qualifying Megaplier® option play is any single Mega Millions® Play for which the player selects the Megaplier® option on either the Play Slip or by selecting the Megaplier® option through a clerk-activated or player-activated terminal, pays one extra dollar for the Megaplier® option play, and which is recorded at the Party Lottery’s central computer as a qualifying play.

(4) **Prizes to be Multiplied:** A qualifying play which wins one of the eight lowest lump sum Set Prizes will be multiplied by the number selected (either 2, 3, or 4), in a separate random Megaplier® drawing announced in a manner determined by the Product Group.

(5) **Selection of Multiplier®:** 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 (2, 3 or 4) shall be drawn. The Mega Millions® Product Group may change one or more of these multiplier numbers for special promotions from time to time.

(6) **Megaplier® Prize Pool:** The prize pool for all prize categories offered by the Party Lotteries shall consist of up to fifty percent (50%) of each drawing period's sales, including any specific statutorily-mandated tax of a Party Lottery to be included in the price of a lottery ticket, after the Mega Millions® prize reserve accounts are funded to the amounts set by the Product Group. Any amount remaining in the prize pool at the end of the Mega Millions® game shall be carried forward to a replacement game or expended in a manner as directed by the Product Group in accordance with state or jurisdiction law.

(7) **Megaplier® Prize Rollover or Reserve Accounts:** Any amount not used to pay for multiplied prizes may be collected and placed in the rollover account or in trust in one or more prize reserve accounts until the prize reserve accounts reach the amounts designated by the Product Group.

(8) **Expected Prize Payout:** Except as provided in these rules, all prizes awarded shall be paid as lump sum 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:

	<b>Prize Amount</b>	<b>2X</b>	<b>3X</b>	<b>4X</b>
<b>Match 5</b>	\$250,000	\$500,000	\$750,000	\$1,000,000
<b>Match 4 + Mega Ball</b>	\$10,000	\$20,000	\$30,000	\$40,000
<b>Match 4</b>	\$150	\$300	\$450	\$600
<b>Match 3 + Mega Ball</b>	\$150	\$300	\$450	\$600

<b>Match 2 + Mega Ball</b>	\$10	\$20	\$30	\$40
<b>Match 3</b>	\$7	\$14	\$21	\$28
<b>Match 1 + Mega Ball</b>	\$3	\$6	\$9	\$12
<b>Match Mega Ball</b>	\$2	\$4	\$6	\$8
<b>Megaplier® does not apply to the Mega Millions® Jackpot Prize.</b>				

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 5+0 Mega Millions® set prize amount of \$250,000 becomes \$150,000 under the rules of the Mega Millions® game, then a Megaplier® player winning that prize amount with a 4X multiplier would win \$600,000 (\$150,000 x 4).

(9) **Probability of Winning:** The following table sets forth the probability of the various Megaplier® numbers being drawn during a single Mega Millions® drawing. The Product Group may elect to run limited promotions that may increase the multiplier numbers.

<b>Megaplier</b>		<b>Probability of Prize Increase</b>
<b>4X</b>	Prize Won Times 4	12 in 21
<b>3X</b>	Prize Won Times 3	7 in 21
<b>2X</b>	Prize Won Times 2	2 in 21
<b>Megaplier® does not apply to the Mega Millions® Jackpot Prize.</b>		

(10) **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.

(11) **Pari-Mutuel Prizes - All Prize Amounts:** If the total of the original Mega Millions® set prizes and the multiplied Megaplier® set prizes 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 multiplied set prizes) awarded shall be drawn from the following sources, in the following order:

- (a) The amount allocated to the set prizes and carried forward from previous draws, if any.
- (b) An amount from the Mega Millions® reserve accounts not to exceed the lesser of 300% of draw sales or 50% of draw sales plus \$50 million.

(c) If, after these sources are depleted, there are not sufficient funds to pay the set prizes awarded (including multiplied prizes), then the prize levels two through five shall become a pari-mutuel prize, as set out in OAR 177-098-0040. The Mega Millions<sup>®</sup> and Megaplier<sup>®</sup> prize pools shall be combined in the rare instance when the set prizes, pursuant to the rules, are paid on a pari-mutuel basis, so that the multipliers, as provided for in the rules, will remain in effect for all prize levels.

(12) **Prize Payment:** All Megaplier<sup>®</sup> prizes shall be paid in one lump sum. The Lottery may begin paying Megaplier<sup>®</sup> prizes after receiving authorization to pay from the MUSL central office.

(13) **Prizes Rounded:** Prizes, which under these rules may become pari-mutual 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.