



POWERBALL RULES

PART I ADMINISTRATION

Section 1.0 These rules establish the procedures and requirements for operating and playing Powerball, a lotto game run by the Multi-State Lottery Association (hereinafter referred to as "MUSL"), of which the Vermont State Lottery is a member. Generally, the Powerball game shall be operated in accordance with any agreement between the State of Vermont and MUSL, the Constitution, the By-Laws of the Multi-State Lottery Association, the Multi-State Lottery Association Rules and applicable Vermont law.

PART II POWERBALL 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 "Agent" or "retailer" means a person or entity licensed by the Lottery to sell lottery tickets.

2.2 "Drawing" means the formal process of selecting winning numbers which determine the number of winners for each prize level of the game.

2.3 "Computer pick" means the random selection of two-digit numbers by the computer system which appear on a ticket and are played by a player in the game. Computer pick has the same meaning as "easy pick", which is used in the Tri-State game rules.

2.4 "Game board" or "boards" means that area of the play slip, also known as a "panel" which contains two sets of numbered squares to be marked by the player, the first set containing fifty-nine (59) squares, number one (1) through

fifty-nine (59) and the second set containing thirty-nine(39) squares, number one (1) through thirty-nine (39). Game board has the same meaning as “panel” as used in other Lottery materials.

2.5 "Game ticket" or "ticket" means a lottery ticket produced by a lottery terminal which meets the specifications defined in the rules of the Lottery and Section 7.0 (Ticket Validation) or is a properly and validly registered subscription play.

2.6 "Match 5 Bonus Prize" means the bonus money won when a Grand Prize has reached a new high level and bonus prize monies have been declared by the Product Group under these Rules. The Match 5 Bonus Prize does not include the original amount declared for the Match 5 Prize.

2.7 "MUSL" means the Multi-State Lottery Association, a government-benefit association wholly owned and operated by the Party Lotteries.

2.8 "MUSL Board" means the governing body of the MUSL which is comprised of the chief executive officer of each Party Lottery.

2.9 "On-Line Lottery Game" means a lottery game wherein a player selects numbers out of a larger predetermined set or sets of numbers.

2.10 "Party lottery" or "Member Lottery" means a state lottery or lottery of a political subdivision or entity which has joined the MUSL and, in the context of the Product Group Rules, which has joined in selling the Powerball game.

2.11 "Play" or "bet" means the six (6) numbers, the first five (5) from a field of fifty-nine (59) numbers and the last one (1) from a field of thirty-nine (39) numbers, that appear on a ticket as a single lettered selection and are to be played by a player in the game.

2.12 "Product Group" means a group of lotteries which has joined together to offer a product pursuant to the terms of the Multi-State Lottery Agreement and the Group's own rules.

2.13 "Play slip" or "bet slip" means a card used in marking a player's game plays and containing one or more boards.

2.14 "Set Prize" means all other prizes except the Grand Prize that are advertised to be paid by a single cash 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.

2.15 "Terminal" means a device authorized by the Lottery to function in an on-line, interactive mode with the Lottery's computer system for the purpose of issuing lottery tickets and entering, receiving, and processing lottery transactions, including purchases, validating tickets, and transmitting reports.

2.16 "Winning numbers" means the six (6) numbers, the first five (5) from a field of fifty-nine (59) numbers and the last one (1) from a field of thirty-nine (39) numbers, randomly selected at each drawing, which shall be used to determine winning plays contained on a game ticket.

2.17 "Lottery", or "the Lottery" means the Vermont State Lottery.

2.18 "Executive Director" means the Executive Director of the Vermont State Lottery appointed by the Vermont Lottery Commission.

2.19 "Subscription" means a Powerball bet recorded on the Lottery's central computer system, under the name and address of a subscriber, for a specified range of draw dates.

Section 3.0 —GAME DESCRIPTION.

3.1 Powerball is a five (5) out of fifty-nine (59) plus one (1) out of thirty-nine (39) on-line lottery game, drawn every Wednesday and Saturday, 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 an annuitized pari-mutuel basis or as a cash lump sum payment of the total cash held for this prize pool on a pari-mutuel basis. Except as provided in these rules, all other prizes are paid on a set cash basis. To play Powerball, a player shall select five (5) different numbers, from one (1) through fifty-nine (59) and one (1) additional number from one (1) through thirty-nine (39), for input into a terminal. The additional number may be the same as one of the first five numbers selected by the player. Tickets can be purchased for one dollar (U.S. \$1.00), including any specific statutorily-mandated tax on a Party Lottery to be included in the price of a lottery ticket, either from a terminal operated by an agent (i.e., a clerk-activated terminal) or from a terminal operated by the player (i.e., a player activated terminal). If purchased from an agent, the player may select a set of five numbers and one additional number by communicating the six (6) numbers to the agent, or by marking six (6) numbered squares in any one game board on a play slip and submitting the play slip to the agent or by requesting "computer pick" from the agent. The agent will then issue a ticket, via the terminal, containing the selected set or sets of numbers, each of which constitutes a game play. Tickets can be purchased from a player-activated terminal by use of a touch screen or by inserting a play slip into the machine. Tickets may also be purchased through a lottery subscription system as provided in Rule 3.6.

3.2 Claims. A ticket (subject to the validation requirements set forth in Section 7.0 (Ticket Validation)) 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 ticket purchase or of numbers selected.

3.3 Cancellations Prohibited. A ticket may not be voided or canceled by returning the ticket to the selling agent or to the lottery, including tickets that are printed in error. No ticket which can be used to claim a prize shall be returned to the lottery for credit. Tickets accepted by retailers as returned tickets and which cannot be re-sold shall be deemed owned by the bearer thereof.

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. The placing of plays is done at the player's own risk through the on-line agent who is acting on behalf of the player in entering the play or plays.

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 provided by the Lottery and hand-marked by the player or by such other means approved by the Lottery. Retailers shall not permit the use of facsimiles of play slips, copies of play slips, or other materials that are inserted into the terminal's play slip reader that are not printed or approved by the Lottery. Retailers shall not permit any device to be connected to a lottery terminal to enter plays, except as approved by the Lottery.

3.6 Registration of Plays. Subscription plays may be registered by the lottery at a lottery processing site which meets the requirements established by the Product Group and the Security and Integrity Committee.

Section 4.0 —PRIZE POOL

4.1 Prize Pool. The prize pool for all prize categories shall consist of fifty percent of each drawing period's sales, including any specific statutorily-mandated tax on 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. Any amount remaining in the prize pool at the end of this game shall be carried forward to a replacement game or expended in a manner as directed by the Product Group in accordance with state law.

4.2 Prize Reserve Accounts. An amount equal to up to two percent of a Party Lottery's sales, including any specific statutorily-mandated tax on a Party Lottery to be included in the price of a lottery ticket, shall be deducted from a Party Lottery's Grand Prize Pool and placed in trust in one or more prize reserve accounts until the Party Lottery's share of the prize reserve account(s) reaches the amounts designated by the Product Group. Once the Party Lottery's share of the prize reserve accounts exceeds the designated amounts, the excess shall

become part of the Grand Prize pool. 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 this 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 state law.

4.3 Expected Prize Payout Percentages. The Grand Prize shall be determined on a pari-mutuel basis. Except as provided in these rules, all other prizes awarded shall be paid as set cash prizes with the following expected prize payout percentages:

Number of Matches Per Play Prize	Prize Payment	Prize Pool Percentage Allocated to
All five (5) of first set plus one (1) of second set.	Grand Prize	65.0577%*
All five (5) of first set and none of second set.	\$200,000	7.7849%
Any four (4) of first set plus one (1) of second set.	\$10,000	2.7657%
Any four (4) of first set and none of second set.	\$100	1.0510%
Any three (3) of first set plus one (1) of second set.	\$100	1.4658%
Any three (3) of first set and none of second set.	\$7	3.8991%
Any two (2) of first set plus one (1) of second set.	\$7	1.7785%
Any one (1) of first set plus one (1) of second set.	\$4	6.4789%
None of first set plus one (1) of second set.	\$3	9.7184%

** When the Grand Prize reaches a new high level, the Prize Pool Percentage allocated to the Grand Prize shall be reduced to that percentage needed to fund the maximum Grand Prize increase as determined by the Group, with the remainder funding the Match 5 Bonus Prize category.*

(a) The prize money allocated to the Grand Prize category shall be divided equally by the number of winning plays on tickets winning the Grand Prize.

(b) The prize pool percentage allocated to the set prizes (the cash prizes of \$200,000 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. If the total of the set prizes awarded in a drawing exceeds the percentage of the

prize pool allocated to the set prizes, then the amount needed to fund the set prizes awarded shall be drawn from the following sources, in the following order: (i) the amount allocated to the set prizes and carried forward from previous draws, if any; (ii) an amount from the set prize reserve account, if available, not to exceed twenty-five million dollars (\$25,000,000) per drawing. If, after these sources are depleted, there are not sufficient funds to pay the set prizes awarded, 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 plays in proportion to their respective prize percentages.

(c) The prize money allocated to the Match 5 Bonus Prize shall be divided equally by the number of winning plays on tickets winning the Match 5 prize when a play, or plays wins the new high jackpot amount.

Section 5.0 -- PROBABILITY OF WINNING. 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 Powerball.

Number of Matches Per Ticket	Probability Distribution		Probable/Set Prize Amount
	Winners	Probability	
All five (5) of first set plus one (1) of second set	1	1:195,249,054.0000	Grand Prize
All five (5) of first set and none of second set	38	1: 5,138,133.0000	\$200,000
Any four (4) of first set plus one (1) of second set	270	1: 723,144.6444	\$10,000
Any four (4) of first set and none of second set	10,260	1: 19,030.1222	\$100
Any three (3) of first set plus one (1) of second set	14,310	1: 13,644.2386	\$100
Any three (3) of first set and none of second set	543,780	1: 359.0589	\$7
Any two (2) of first set plus one (1) of second set	248,040	1: 787.1676	\$7
Any one (1) of first set plus one (1) of second set	1,581,225	1: 123.4773	\$4
None of first set plus one (1) of second set	3,162,510	1: 61.7386	\$3
Overall	5,560,464	1: 35.1138	

Section 6.0 -- PRIZE PAYMENT

6.1 Grand Prizes. Grand prizes shall be paid, at the election of the player made no later than 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 at the time of purchase and is not made by the player within 60 days after the player becomes entitled to the prize, then the prize shall be paid as an annuity prize. An election for an annuity payment made by a player before ticket purchase or by system default or design may be changed to a cash payment at the election of the player until the expiration of 60 days after the player becomes entitled to the prize. The election to take the cash payment may be made at the time of the prize claim or within 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. Shares of the Grand Prize shall be determined by dividing the cash available in the Grand Prize pool equally among all winners of the Grand Prize. Winner(s) who elect a cash payment shall be paid their share(s) in a single cash payment. The annuitized option prize shall be determined by multiplying a winner's share of the Grand Prize pool by the MUSL annuity factor. The MUSL annuity factor is determined by the best total securities price obtained through a competitive bid of qualified, pre-approved brokers made after it is determined that the prize is to be paid as an annuity prize or after the expiration of 60 days after the winner becomes entitled to the prize. 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. In certain instances announced by the Product Group, the Grand Prize shall be a guaranteed amount and shall be determined pursuant to Section 6.5. 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 Grand Prize pool. All annuitized prizes shall be paid annually in thirty (30) payments with the initial payment being made in cash, to be followed by twenty-nine (29) payments funded by the annuity. Except as may be controlled by a member's governing statute, all annuitized prizes shall be paid annually in thirty (30) graduated payments (increasing each year) by a rate as determined by the Product Group. Prize payments may be rounded down to the nearest one thousand dollars (\$1,000). Annual payments after the initial payment shall be made by the lottery on the anniversary date or if such date falls on a non-business day, then the first business day following the anniversary date of the selection of the jackpot winning numbers. 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 no earlier than the fifteenth calendar day (or the next banking day if the fifteenth day is a holiday) following the drawing. 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. A state may elect to make the initial

payment from its own funds after validation, with notice to MUSL. In the event of the death of a lottery winner 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 state lottery of the state in which the deceased lottery winner purchased the winning ticket, and subject to federal, state, or district 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.

6.2 Low-Tier Cash Prize Payments. All low-tier cash prizes (all prizes except the Grand 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.

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 cash payment to the winner or winners. Prizes other than the Grand 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.

6.4 Rollover. If the Grand Prize is not won in a drawing, the prize money allocated for the Grand Prize shall roll over and be added to the Grand Prize pool for the following drawing. If a new high Grand Prize is not won in a drawing, the prize money allocated for the Match 5 Bonus Prizes shall roll over and be added to the Match 5 Bonus Prize pool for the following drawing.

6.5 Funding of Guaranteed Prizes. The Product Group may offer guaranteed minimum Grand Prize amounts or minimum increases in the Grand Prize amount between drawings or make other changes in the allocation of prize money where the Product Group finds that it would be in the best interest of the game. If a minimum Grand Prize amount or a minimum increase in the Grand Prize amount between drawings is offered by the Product Group, then the Grand Prize shares shall be determined as follows. If there are multiple Grand Prize winners during a single drawing, each selecting the annuitized option prize, then a winner's share of the guaranteed annuitized Grand Prize shall be determined by dividing the guaranteed annuitized Grand Prize by the number of winners. If there are multiple Grand Prize winners during a single drawing and at least one of the Grand Prize winners has elected the annuitized option prize, then the best bid submitted by MUSL's pre-approved qualified brokers shall determine the cash pool needed to fund the guaranteed annuitized Grand Prize. If no winner of the Grand Prize during a single drawing has elected the annuitized option prize,

then the amount of cash in the Grand Prize pool shall be an amount equal to the guaranteed annuitized amount divided by the average annuity factor of the most recent three best quotes provided by MUSL's pre-approved qualified brokers submitting quotes. In no case, shall quotes be used which are more than two weeks old and if less than three quotes are submitted, then MUSL shall use the average of all quotes submitted. Changes in the allocation of prize money shall be designed to retain approximately the same prize allocation percentages, over a year's time, set out in these rules. Minimum guaranteed prizes or increases may be waived if the alternate funding mechanism set out in Section 4.3(b) becomes necessary.

6.6 Limited to Highest Prize Won. The holder of a winning ticket may win only one 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.

6.7 Prize Claim Period. Prize claims shall be submitted within the period set by the Party Lottery selling the ticket, which in Vermont is one year from the prize eligibility date. The prize eligibility date is the date of the winning draw.

6.8 Grand Prize Maximum Increase – Creation of Match 5 Bonus Prizes. When the Grand Prize reaches a new high annuitized amount, through a procedure as determined by the Product Group, the maximum amount to be allocated to the Grand Prize pool from the Grand Prize percentage shall be the previous high amount plus \$25 million (annuitized) or as otherwise set by the Product Group. Any amount of the Grand Prize percentage which exceeds the \$25 million (annuitized) increase shall be added to the Match 5 Bonus Prize Pool. The Match 5 Bonus prize pool is hereby created, and shall accumulate until the Grand Prize is won, at which time the Match 5 Bonus prize pool shall be divided equally by the number of winning plays on tickets winning the Match 5 prize. If there are no Match 5 winners on the draw when the new high Grand Prize is won, then the Match 5 Bonus prize pool shall be divided equally by the number of winning plays on tickets winning the Match 4+1 prize.

6.9 Prize Assignment. Payment of a prize may be made to a person other than the winner pursuant to Vermont Statutes Annotated, Title 31, Section 658(c), which adopts the payment provisions of Title 31, Section 674L.1.1A-I.

Section 7.0 —TICKET VALIDATION.

7.1 General Requirements for Validation. To be a valid ticket and eligible to receive a prize, a ticket shall satisfy all the requirements established by a Party Lottery for validation of winning tickets sold through its on-line system and any other validation requirements adopted by the Product Group and the MUSL Board. The MUSL and the Party Lotteries shall not be responsible for tickets which are altered in any manner.

7.2 Specific Requirements for Validation of Tickets Sold in Vermont

(a) To be a valid ticket and eligible to receive a prize, all the following requirements must be satisfied:

(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.

(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.

(3) The information appearing on the ticket must correspond precisely with the party Lottery's computer record.

(4) The fifteen (15) digit 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.

(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.

(6) All information appearing on an apparent winning ticket must correspond to the Lottery's records of winning tickets, and another ticket with identical data shall not have been paid.

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

(8) The ticket must pass all other security criteria determined by the Commission and MUSL.

(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.

(10) An apparent winning ticket shall be void unless the ticpaper 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.

(b) In the event that a ticket fails to pass all the criteria set forth in subpart (a) 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 —TICKET RESPONSIBILITY.

8.1 Signature. Until such time as a subscription play is properly and validly registered with the lottery, or until such time as a signature, or printed name is placed upon a ticket in the area designated for signature, or name, a ticket shall be owned by the bearer of the ticket. When a subscription play is validly and properly registered with the lottery, or when a signature, or name is placed on the ticket in the place designated, the person who has registered the ticket, or if not registered, whose signature, or name appears in such area shall be the owner of the ticket and shall be entitled (subject to the validation requirements in Section 7.0 (Ticket Validation) and state or district law) to any prize attributable thereto.

8.2 Multiple Signatures. The manner of payment of prizes for valid winning tickets bearing multiple signatures, or names shall be determined by the Law of the State of Vermont.

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

8.4 Subscription Plays. A receipt for a subscription play has no value and is not evidence of a play. A subscription play is valid when registered with the Lottery in accordance with these rules and the person or persons registering the play shall be the owner of the subscription play.

Section 9.0 —INELIGIBLE PLAYERS.

9.1 A ticket or share for a MUSL game issued by the MUSL or any of its Party Lotteries shall not be purchased by, and a prize won by any such ticket or share 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, shareholders, 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), (b), and (c) and residing in the same household.

9.2 No tickets or subscription may be sold to, or purchased by, individuals who have not attained the age of majority. However, tickets or subscriptions may be given as gifts to minors or any other individuals except as prohibited by Vermont law.

9.3 No member of the commission or employee of the commission, or members of their immediate household, may claim or receive prize money in any lottery operated by the Vermont Lottery Commission, including but not limited to Powerball.

Section 10.0 —APPLICABLE LAW.

In purchasing a ticket in Vermont, the purchaser agrees to comply with and abide by all applicable Vermont laws, rules, regulations, procedures, and decisions of the Lottery.

PART III – SPECIAL GAME RULES: POWERBALL POWER PLAY

Section 11.0 — POWER PLAY DESCRIPTION.

The Powerball Power Play feature is a limited extension of the Powerball game and is conducted in accordance with the Powerball game rules and other lottery rules applicable to the Powerball game except as may be amended herein. The Powerball Power Play feature will run concurrently with Powerball and will continue until discontinued by the Product Group. The feature will offer to the owners of a qualifying play a chance to multiply the amount of any of the eight

lump sum Set Prizes (the lump sum prizes normally paying \$3 to \$200,000) won in a drawing. The Grand Prize jackpot is not a Set Prize and will not be multiplied. Match 5 Bonus Prizes are awarded independent of the Power Play option and are not multiplied by the Power Play Multiplier.

Section 12.0 — QUALIFYING PLAY.

A qualifying play is any single Powerball play for which the player pays an extra dollar for the Power Play option play and which is recorded at the Party Lottery's central computer as a qualifying play.

Section 13.0 — PRIZES TO BE MULTIPLIED.

A qualifying play which wins one of seven lowest lump sum Set Prizes (excluding the Match 5+0 prize) will be multiplied by the number selected, either two, three, four, or five (2, 3, 4, or 5), in a separate random Power Play drawing announced during the official Powerball drawing show. The announced Match 5+0 prize, for players selecting the Power Play option, shall be multiplied by five (5) unless a higher limited promotional multiplier is announced by the Product Group.

Section 14.0 — POWER PLAY DRAWS.

MUSL will conduct a separate random "Power Play" drawing and announce results during each of the regular Powerball drawings. During each Powerball drawing a single number (2, 3, 4, or 5) shall be drawn. The Powerball Group may change one or more of these multiplier numbers for special promotions from time to time.

Section 15.0 — PRIZE POOL.

15.1 Prize Pool. The prize pool for all prize categories shall consist of up to forty-nine and five tenths percent (49.5%) of each drawing period's sales, including any specific statutorily-mandated tax on a Party Lottery to be included in the price of a lottery ticket, after the Powerball prize reserve accounts are funded to the amounts set by the Product Group. Any amount remaining in the prize pool at the end of this game shall be carried forward to a replacement game or expended in a manner as directed by the Product Group in accordance with state law.

15.2 Prize Reserve Accounts. An additional one-half percent (0.5%) of sales, including any specific statutorily-mandated tax on a Party Lottery to be included in the price of a lottery ticket, 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.

15.3 Expected Prize Payout. Except as provided in these rules, all prizes awarded shall be paid as lump sum set prizes. Instead of the Powerball set prize amounts, qualifying Power Play plays will pay the amounts shown below when matched with the Power Play number drawn:

Prize Amount	5X	5X	5X	5X
Match 5+0 \$200,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Prize Amount	5X	4X	3X	2X
Match 4+1 \$10,000	\$50,000	\$40,000	\$30,000	\$20,000
Match 4+0 \$100	\$500	\$400	\$300	\$200
Match 3+1 \$100	\$500	\$400	\$300	\$200
Match 3+0 \$7	\$35	\$28	\$21	\$14
Match 2+1 \$7	\$35	\$28	\$21	\$14
Match 1+1 \$4	\$20	\$16	\$12	\$8
Match 0+1 \$3	\$15	\$12	\$9	\$6

In certain rare instances, the Powerball set prize amount may be less than the amount shown. In such case, the Power Play prizes will be a multiple of the changed Powerball prize amount, announced after the draw. For example, if the Match 5+0 Powerball set prize amount of \$200,000 becomes \$150,000 under the rules of the Powerball game, then a Power Play player winning that prize amount with a 5X multiplier would win \$750,000 (\$150,000 x 5).

Section 16.0 — PROBABILITY OF WINNING. The following table sets forth the probability of the various Power Play numbers being drawn during a single Powerball drawing, except that the Power Play number for the Match 5+0 prize will be at least five (5X); setting the probability of the 5X being drawn for the Match 5+0 prize at 1 in 1. The Group may elect to run limited promotions that may increase the multiplier numbers.

<i>Power Play</i>		<i>Probability of Prize Increase</i>
5X	- Prize Won Times 5	1 in 4
4X	- Prize Won Times 4	1 in 4
3X	- Prize Won Times 3	1 in 4
2X	- Prize Won Times 2	1 in 4

Power Play does not apply to the Powerball Grand Prize or to any Match 5 Bonus Prize.

Section 17.0 — LIMITATIONS ON PAYMENT OF POWER PLAY PRIZES.

17.1 Prize Pool Carried Forward. The prize pool percentage allocated to the Power Play 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.

17.2 Pari-Mutuel Prizes—All Prize Amounts. If the total of the original Powerball set prizes and the multiplied Power Play 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: **(i)** the amount allocated to the set prizes and carried forward from previous draws, if any; **(ii)** an amount from the Powerball Set-Prize Reserve Account, if available in the account, not to exceed twenty-five million dollars (\$25,000,000) per drawing. If, after these sources are depleted, there are not sufficient funds to pay the set prizes awarded (including multiplied prizes), then the highest set prize (including the multiplied prizes) 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 multiplied prize, shall become a pari-mutuel prize. This procedure shall continue down through all set prizes 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 plays in proportion to their respective prize percentages. In rare instances, where the Powerball set prize amount may be funded but the money available to pay the full multiplier may not be available due to an unanticipated number of winners, the Group may announce pari-mutuel shares of the available pool for the Power Play payment only.

Section 18.0 – PRIZE PAYMENT

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

18.2 Prizes Rounded. Prizes, which, under these rules, may become 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.

PART IV AGENTS

Section 19.0 - Agents

19.1 Agents selling Powerball and Power Play tickets shall comply with all applicable Vermont laws, rules, regulations, procedures, and decisions of the Lottery and with all applicable MUSL rules, regulations and requirements.

19.2 Each agent shall receive 6.00 percent (6%) of gross receipts for Powerball and Power Play tickets sold by that agent as a commission. The 6.00 percent (6%) commission applies to Powerball and Power Play sales only.

PART V SUBSCRIPTIONS

Section 20.0 - Subscriptions

20.1 Specific information required for a subscription

(a) To play by subscription a player shall provide the lottery with the following information:

- (1)** 5 different 2-digit numbers between one (01) and a designated number and one additional 2-digit number between one (01) and a designated number;
- (2)** Name;
- (3)** A Vermont mailing address;
- (4)** Home telephone number;
- (5)** Work telephone number, if applicable;
- (6)** A gift message, if applicable;
- (7)** The number of draws the subscription shall be valid;
- (8)** Indicate Powerplay Option (Yes or No)
- (9)** Affirmation of age eligibility; and

(10) Payment method.

(b) If the subscriber selects payment for subscription by check, the check shall be payable to the Vermont Lottery Commission and attached to the subscription application form.

(c) If the player selects payment for the subscription by credit card, the player shall provide the lottery with the following information:

(1) Credit card number;

(2) Credit card expiration date;

(3) Credit card security code;

(4) Cardholder's name;

(5) Cardholder's address;

(6) Cardholder's home telephone number;

(7) Cardholder's work telephone number, if applicable; and

(8) Cardholder's signature, if applicable.

(d) The completed subscription form shall be forwarded to the lottery headquarters for processing.

(e) Upon receipt of the subscription application, the lottery shall enter the subscribers' information into a lottery approved subscription database program.

(f) The database program will assign the next available effective draw date for the subscription, as determined by MUSL.

(g) The database program will assign the following identification numbers to the subscription:

(1) Subscriber number; and

(2) Subscription number.

(h) The lottery will assign the following identification numbers to the subscription:

(1) Batch number; and

(2) Sequence or certificate number.

(i) The lottery shall print a subscription confirmation card which shall list the following information:

(1) Subscriber name;

(2) Subscriber address;

(3) 5, 2-digit numbers and 1, additional 2-digit number;

(4) Powerplay Option (Yes or No)

(5) Day, month and year the subscription is effective;

(6) Day, month and year the subscription expires;

(7) A gift message, if applicable;

(8) Subscription number;

(9) Batch number; and

(10) Sequence or certificate number.

(j) The lottery shall forward a subscription confirmation card to the subscriber.

(k) It shall be the sole responsibility of the player to verify the following are correct:

(1) Subscriber name;

(2) Subscriber address;

(3) Subscriber chosen 5, 2-digit numbers and one additional 2-digit number;

(4) Powerplay Option (Yes or No)

(5) Subscription play length; and

(6) Effective and expiration dates.

(l) It shall be the sole responsibility of the subscriber to notify the party lottery of incorrect data on the confirmation card prior to the effective date of the subscription.

(m) A subscription application form has no pecuniary or prize value and shall not constitute evidence of ticket purchase or of numbers selected.

(n) Once a subscription play is registered with the lottery, the registration shall constitute the only acceptable evidence of play for the subscriber.

(o) A subscription does not become effective until the effective date listed on the confirmation card, which shall match the effective date listed in the party lottery's subscription database.

(p) Any changes to a subscriber's name or address shall be requested in writing by the subscriber and include the previous name and address. Name and address changes shall require a notarized letter from the subscriber.

(q) There shall be no changes to the subscriber's numbers during the effective dates of the subscription unless authorized by MUSL.

(r) Prizes shall be paid, by check or by expiration date extensions, as determined by MUSL.

(s) Prize checks shall be made payable to the subscription name(s) as recorded in the lottery's central computer system;

(t) Subscriptions, once in effect, cannot be cancelled in whole or in part except as determined by MUSL.

(u) Subscription renewal forms shall be forwarded to the subscriber by the lottery within a time period prior to the subscription's expiration date as determined by MUSL.

(v) The subscription renewal form shall contain the following information:

(1) Subscriber's name;

(2) Subscriber's address;

(3) 5-2 digit numbers and one additional 2-digit number;

(4) Powerplay Option (Yes or No)

(5) Subscriber number;

(6) Subscription number; and

(7) Expiration date including free play extensions, if any.

(w) If the subscriber elects to continue a subscription, the subscriber shall provide the lottery with the following information:

(1) Subscription play length;

(2) Powerplay Option (Yes or No)

(3) Change of address, if applicable;

(4) Payment method; and

(5) A change of numbers of 5-2 digit numbers and 1 additional 2-digit number, if applicable.

(x) If the subscriber selects payment for the subscription by credit card, the following information shall be provided to the lottery:

(1) Credit card number;

(2) Credit card expiration date;

(3) Credit card security code

(4) Cardholder's name;

(5) Cardholder's address;

(6) Cardholder's home telephone number;

(7) Cardholder's work telephone number, if applicable; and

(8) Cardholder's signature, if applicable.

(y) If the subscriber selects payment for subscription by check, the check shall be payable to the Vermont Lottery Commission and attached to the subscription renewal form.

(z) The completed subscription renewal form shall be forwarded to the lottery headquarters for processing.

(aa) Upon receipt of the subscription renewal form, the lottery shall enter the subscriber's information into a lottery approved subscription database program.

(ab) The database program will assign the next available effective draw date for the subscription, as determined by MUSL.

(ac) The database program will assign a unique subscription number to the subscription:

(ad) The lottery will assign the following identification numbers to the subscription:

- (1)** Batch number; and
- (2)** Sequence or certificate number.

(ae) The party lottery shall print a subscription confirmation card which shall list the following information:

- (1)** Subscriber name;
- (2)** Subscriber address;
- (3)** 5, 2-digit numbers and 1, additional 2-digit number;
- (4)** Powerplay Option (Yes or No)
- (5)** Day, month and year the subscription is effective;
- (6)** Day, month and year the subscription expires;
- (7)** A gift message, if applicable;
- (8)** Subscription number;
- (9)** Batch number; and
- (10)** Sequence or certificate number.

(af) The party lottery shall forward a subscription confirmation card to the subscriber.