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**DIRECTOR'S ORDER NUMBER THIRTY-FIVE (2019)**

**FINAL RULES FOR OPERATION: "SUBSCRIPTION PROGRAM" FOR CERTAIN VIRGINIA LOTTERY COMPUTER-GENERATED GAMES**

In accordance with the authority granted by §§ 2.2-4002B(15) and 58.1-4006A of the Code of Virginia, I hereby promulgate the final rules for operation of the Virginia Lottery's "Subscription Program" ("Program") for certain Computer-generated Games. These rules amplify and conform to the duly adopted Virginia Lottery regulations for the conduct of lottery games.

The rules are available for inspection and copying during normal business hours at the Virginia Lottery headquarters, 600 East Main Street, Richmond, Virginia, and at each of the Virginia Lottery offices. A copy may be requested by mail by writing to: Director's Office, Virginia Lottery, 600 East Main Street, Richmond, Virginia 23219.

This Director's Order becomes effective on February 27, 2019, fully replaces any and all Virginia Lottery "Subscription Program" Rules, and shall remain in full force and effect unless amended or rescinded by further Director's Order.

/s/ Amy Dilworth

February 26, 2019

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Amy Dilworth, General Counsel

\_\_\_\_\_  
Date

/s/ Kevin Hall

February 26, 2019

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Kevin Hall, Executive Director

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Date

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## VIRGINIA LOTTERY'S "SUBSCRIPTION PROGRAM" FOR CERTAIN COMPUTER-GENERATED GAMES OFFICIAL RULES FOR OPERATION

### A. GENERAL REQUIREMENTS:

In addition to these specific Rules, all applicable requirements in the:

- Game Rules of the specific computer-generated Game(s) for which the Subscription is purchased;
- Multi-state/jurisdiction or party lottery Game Rules for which the Subscription is purchased;
- Virginia Lottery regulations;
- Virginia Lottery statutes; and the
- Terms and Conditions

apply to the operation of this Program.

The applicable Game Rules, Virginia Lottery regulations and statutes, and Terms and Conditions are on file at Virginia Lottery headquarters.

Only those Subscriptions entered in the Lottery's Subscription System shall be considered valid Entries. Game numbers selected on a Subscription application are not eligible to win a Prize in any Drawing until they are entered in the Subscription System.

### B. DEFINITIONS (for purposes of these Rules):

"Account" means the Virginia Lottery MyGameRoom account through which a Player accesses the Subscription System and the mechanism by which a Player purchases a Subscription.

"Claimant" means a Subscriber with a Prize win from a purchased Subscription.

"Claim Limitation" means the requirement that a Winning Subscription Prize must be fully claimed within 180 days of the valid Drawing date for which it was purchased.

"Computer-Generated Game" means a Virginia Lottery Game that is dependent upon the use of a Virginia Lottery Terminal in direct communication with a Mainframe computer operated by or at the direction of the Virginia Lottery.

"Director" means the Executive Director of the Virginia Lottery as established in Chapter 40 of Title 58.1 (§58.1-4000 *et seq.*) of the *Code of Virginia* or any other employee(s) to whom the Executive Director's authority is lawfully delegated.

"Drawing" means a formal process of randomly selecting numbers in accordance with the Game Rules.

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“Easy Pick” means a Game feature that allows a Player to have the gaming system randomly select his or her numbers for an individual Play.

“Election” means the irrevocable decision that a Claimant makes within sixty (60) days of becoming entitled to the Prize to receive his/her Prize under either the Annual Payout Option or Cash Option method of payment.

“Entitled to the Prize” means the status of a Claimant who has completed a Subscription claim with the Virginia Lottery, and the Virginia Lottery has validated the Subscription wager as winning a Prize, unless Internal Revenue Service policy provides a different definition, in which case the Internal Revenue Service definition shall prevail.

“Fixed Prizes” means a set amount awarded in a Game.

“Game” means any Virginia Lottery Computer-Generated Game or a multi-state game in which the Virginia Lottery participates for which Subscriptions are purchased.

“Game Rules” or “Rules” means the official rules that apply to each game for which a Subscription is being purchased.

“Lottery” means the Virginia Lottery.

“Lottery Board” means the group of five (5) people, appointed by the Governor of Virginia, with the power to adopt regulations governing the establishment and operation of the Virginia Lottery and to perform other functions that are set out in the *Code of Virginia*.

“Multi-Draw” means a Game feature which allows a Player to select Plays for consecutive Drawings starting with the next scheduled Drawing.

“Number of Drawings” means the number of Drawings for which a Multi-Draw and/or Future Play Subscription is valid.

“Partial Easy Pick” means a Game feature that allows a Player to have the Subscription system randomly select a portion of his or her numbers for an individual Play.

“Person” means a natural person and may not extend to or be applied to a corporation, company, partnership, association or other entity.

“Play” means one (1) wager for a chance to win a Prize.

“Player” or “Subscriber” means a Person who is at least eighteen (18) years of age, who purchases or otherwise validly obtains a Subscription. Licensed Virginia Lottery Retailers and their employees may be Virginia Lottery Players.

“Prize” or “Prizes” means the winnings as defined in **the applicable game rules** (“Prize Structure”).

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

“Subscriber” or “Player” means a Person who is at least eighteen (18) years of age, who purchases or otherwise validly obtains a Subscription. Licensed Virginia Lottery Retailers and their employees may be Virginia Lottery Players.

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“Subscription” means an extended, multi-draw purchase option wherein the same set(s) of numbers may be placed for a specified number of consecutive Draws effective on a future prescribed date.

“Unclaimed Prize” means any cash Prize for a winning Subscription wager that has not been fully claimed for payment within 180 days of the Drawing date for which the Ticket was purchased.

“Winning Number(s)” means the numbers randomly selected at each drawing that will be used to determine the Winning Play(s).

“Winning Play” means the numbers/symbols making up a single Game Play on a Subscription wager which match the Winning Number(s).

“Winning Subscription Wager” means a Subscription wager that has passed all Lottery validation and security requirements and contains the Winning Play(s). Each winning Subscription wager must meet Virginia Lottery validation requirements as defined in the Virginia Lottery regulations.

“Winning Subscription Wager Validation” means the process used to validate a Winning Subscription Wager following the purchase of a Winning Subscription Wager

### **C. ELIGIBILITY;**

Eligibility: An individual who is eligible to purchase Virginia Lottery tickets may purchase Subscription(s) from the Lottery, providing they have a valid Virginia mailing address and are physically present within the boundaries of Virginia at the time of Subscription purchase. An individual must pass identity verification procedures that include age verification.

### **D. SUBSCRIPTION PROGRAM PURCHASES:**

1. Duration: A Subscriber may buy a Subscription(s) for a minimum of four (4) draws per product unless otherwise determined.
2. Price: A game play for each Drawing costs the same as if the game were purchased at a licensed retailer location. Prices per play are established by the specific game rules for which a Subscription is purchased.
3. Subscriptions may be purchased via the MyGameRoom, on the Lottery website ([www.valottery.com](http://www.valottery.com)).
4. Number Selection: The selected wager(s), once they are purchased and logged into the Lottery's subscription computer system, remain unchanged for the duration of the Subscription period. A Subscriber has options for selecting numbers:
  - Subscriber may choose his or her numbers from the range of numbers available for the Game for which the Subscription(s) is being purchased.
  - If a Subscriber does not choose his or her numbers, the Lottery Subscription computer system may randomly select the numbers (the "Easy Pick option").
5. Subscriber Responsibility: A Subscriber assumes responsibility for any activities on the Subscriber's account.

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6. Lottery Responsibility: The Lottery is responsible for reasonable safeguards of the Subscription data.
7. Auto-renewal: At the time of purchase, a Subscriber may be offered the option to automatically renew a Subscription for a recurring duration of drawings. The successful purchase will be contingent upon payment completion and all other system requirements for a valid wager.

**E. SUBSCRIPTION REJECTION:** Submission of a Subscription application is not an entitlement to play a Computer-Generated game or a multi-state Game. Issuing a Subscription is solely within the decision-making authority of the Lottery.

1. A Subscription application will be rejected for any of the following reasons:
  - a. invalid wager;
  - b. invalid or incorrect payment;
  - c. disputed or returned payment;
  - d. the Subscriber does not pass identity verification or age verification;
  - e. an individual is ineligible to play or purchase Virginia Lottery tickets, including:
    - 1) a Lottery employee or member of the Lottery Board of Directors;
    - 2) an employee, board member, or officer of a vendor of online (Computer-Generated) or instant (scratch) ticket goods or services working directly on a contract with the Lottery for such goods or services; or
    - 3) a person residing in the same household of any such board member, officer or employee.
2. Denial: If for any reason a Subscription application is not accepted or subsequently rejected, the liability of the Lottery is limited to a refund of the purchase price.

**F. SUBSCRIPTION INFORMATION:** The subscription system will display information about the Subscriber and any associated Subscriptions, pending and validated winnings, and account balances. Email notifications are generated by the subscription system to the email address associated with the Subscriber. Email notifications are not valid proof of successful wagers or Subscriptions.

**G. CANCELLING SUBSCRIPTION:** Only the Lottery can cancel a Subscription. The Lottery will cancel a Subscription when:

1. A Subscriber's payment is returned for insufficient funds or any other financial reason, or;
2. A Subscriber becomes ineligible, for example:
  - a) a Lottery employee,
  - b) a Lottery board member,
  - c) an employee, board member or officer of any vendor to the Lottery of online (Computer-Generated) or instant (Scratch) ticket goods or services, or
  - d) a person residing in the same household as any such board member, officer, or employee during the Subscription period.
3. The Lottery determines that the Subscriber provided inaccurate information on the application and accurate information indicates that the Subscriber is not eligible to play the Lottery.
4. Other situations where cancellation is deemed appropriate by the Lottery Director.

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**H. SUBSCRIPTION CHANGES:** Subscribers are responsible for notifying the Lottery of changes.

1. Name: If a Subscriber's name changes during the Subscription period, he/she must promptly notify the Lottery. The Lottery may require proof of name change at any time. The Lottery reserves the right to refuse to change a name registered as a Subscriber.
2. Address: If a Subscriber moves out of Virginia during the Subscription period and notifies the Lottery of the change of address, the Subscription will remain in effect until the number of Draws for those "Subscriptions" has expired. The Subscriber will not be eligible to make any additional Subscription purchases.
3. Death: When notified of a Subscriber's death, the Lottery will change the address on the Subscription to the address of the Subscriber's executor or administrator. The Subscriber name will be amended to include the words "To the Estate of".

**I. SUBSCRIPTION WINNINGS:** Only those Subscriptions entered in the Lottery's central subscription computer system are valid entries eligible for Prizes. Fully validated and claimed Prizes will be credited to the Subscriber's account, less any applicable federal and state withholding taxes and any monies required to be collected under the Setoff Debt Collection Act.

1. The Director or his/her designee will notify Subscription winner of a Prize that has an annuity option by telephone or other reasonable means, and request that the winner come to a Lottery office to complete the Prize claim process and complete the applicable documents.
2. All non-annuity Prize winnings will be validated and, upon completed claim, winnings will be credited to the Subscriber's account.
3. In accordance with the provisions of the Servicemembers Civil Relief Act, 50 U.S.C.S. app. §§ 501-597b., any Person while in active military service may claim exemption from the 180-day Ticket redemption requirement. Any such Person must claim his/her forfeited Prize by presenting the Winning Subscription Information no later than 180 days after discharge from active military service. Within thirty (30) days of such presentation, the Director shall verify the claim and direct payment in accordance with the Lottery regulations then in effect regarding the manner of payment of Prizes to the holders of Winning Tickets or shares.
4. A Prize resulting from a Subscription that is purchased or claimed by a Person ineligible to play the Game is invalid and will revert to the State Literary Fund.
5. Upon the death of a Subscriber, Subscription jackpot winnings will be paid pursuant to the beneficiary designation form on file with the Lottery or, if none, to the Subscriber's estate. All other winnings will be paid to the Subscriber's estate as outlined above.

**J. GENERAL:**

1. The Game rules in effect at the time of any Drawing shall apply to the Subscription for that Drawing regardless of when the Subscription(s) was purchased.
2. By purchasing "Subscription," a Subscriber agrees to comply with and abide by the Virginia State Lottery Law, all rules and regulations of the Lottery, all final decisions of the Lottery Director, and all rules and procedures established by the Lottery for the conduct of the Game for which the Subscription is

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purchased.

3. In the event the Director authorizes a game design change for any Computer-Generated Game, current Subscription(s) will be valid for the remaining drawings in the Subscription period. Subscriptions will not be canceled and no refunds will be given unless authorized by the Director.
  - a. If the pool(s) of numbers increases, no change will be made to an existing Subscription. The Subscription shall continue as is until the end of the Subscription period. The Subscription shall not be canceled or changed.
  - b. If the pool(s) of numbers decreases,
    - 1) Subscribers with numbers which continue to be a part of the Game's available numbers will remain valid until the Subscription period ends. The Subscription shall not be canceled or changed.
    - 2) Subscribers with numbers which are no longer a part of the Game's available numbers will be contacted by the Virginia Lottery with information and instructions regarding numbers for the remaining draws in the Subscription period.
    - 3) If the Subscriber fails to provide information as requested or if the information is not received within the time specified, the Easy Pick or Partial Easy Pick option shall be used where applicable, or the value of the remaining draws will be refunded to the subscriber.
4. The Lottery is neither liable for, nor has any responsibility to resolve, disputes among group members for Subscription purchases or Prize payments.
5. The decision of the Director shall be final in all matters.