**18 DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES**

**553 BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS (***includes rules of* **STATE LIQUOR AND LOTTERY COMMISSION)**

**Chapter 60: MONOPOLY MILLIONAIRES’ CLUB**

**Part I – Administration**

**Section 1.0**

These rules establish the procedures and requirements for operating and playing MONOPOLY Millionaires’ Club game, a lotto game run by the Multi-State Lottery Association (hereinafter referred to as “MUSL”), of which the Bureau of Alcoholic Beverages and Lottery Operations (hereinafter referred to as “BABLO”) is a member. Generally, the National Premium Game – Monopoly Millionaires Club game shall be operated in accordance with any agreement between the State of Maine and MUSL, the Constitution, the Bylaws of the MUSL, the Administrative Rules of MUSL and applicable Maine law.

**Part II – National Premium Game – Monopoly Millionaires Club Rules**

**Section 2.0 – Definitions**

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

* 1. “Agent”, “retailer” or “lottery retail agent” means a person or entity authorized by a Lottery to sell lottery tickets.
	2. “BABLO” means Bureau of Alcoholic Beverages and Lottery Operations within the Department of Administrative and Financial Services.
	3. “Computer pick” means the random selection of two digit numbers by the computer system that appears on a ticket and are played by a player in the game.
	4. “Drawing” means the formal process of selecting winning numbers that determine the number of winners for each prize level of the game.
	5. “Executive Director” means the Director of BABLO appointed by the Commissioner of the Department of Administrative and Financial Services.
	6. “Game board” or “boards” means that area of the play slip, also known as a “panel,” that contains one (1) set of numbered squares numbered one (1) through fifty-two (52) to be marked by the player.
	7. “Game ticket” or “ticket” means acceptable evidence of play, which may be a ticket produced by a terminal that meets the specifications defined in the rules and regulations of the Selling Lottery and Section 6 of these rules for Ticket Validation or a properly and validly registered ticketless transaction play. References in these rules to “tickets” include “ticketless transaction” play unless otherwise indicated.
	8. “Lottery” or “the Lottery” means BABLO and has agreed to these rules and is selling the game offered by the Product Group.
	9. “Millionaires’ Club Prize” means a single payment prize (prize level 11) with a value of one million dollars ($1,000,000) drawn independently from the other MONOPOLY Millionaires’ Club prizes (prize levels 1-10).
	10. “MUSL” means the Multi-State Lottery Association, a government-benefit association wholly owned and operated by its Member Lotteries, which acts as the central office for the Lotteries in this Product Group.
	11. “MUSL Board” means the governing body of MUSL that is comprised of the chief executive officer of each MUSL Member Lottery.
	12. “MUSL Facilitator” means the MUSL staff person assigned to conduct the day-to-day administrative services for the Product Group.
	13. “Play” or “bet” means the six (6) numbers, the first five (5) from a field of fifty-two (52) numbers and the last one (1) from a field of twenty-eight (28) numbered MONOPOLY Properties, that appear on a ticket as a single numbered selection and are to be played by a player in the game.
	14. “Play slip” or “bet slip” means the authorized paper form used to mark a player's numbered selections.
	15. “Product Group” means the group of Lotteries that has joined together to offer the MONOPOLY Millionaires’ Club lottery game pursuant to the terms of the Multi-State Lottery Agreement and these rules.
	16. “Selling Lottery” or “Selling Lotteries” means the Lottery or Lotteries which sold a subject play in the game.
	17. “Set Prize” or “Low-Tier prizes” or “Prize levels 2-10” means except as otherwise specified in these rules, all prizes, except the Top Prize and Millionaires’ Club Prizes, that are advertised to be paid in a single payment and, except in instances outlined in these rules, are established by the Game Rules for each prize level.
	18. “Terminal” means a device authorized by a Lottery to function in an interactive mode with the lottery's central gaming system for the purpose of issuing lottery tickets and entering, receiving, and processing lottery transactions, including making purchases, validating tickets, and transmitting reports.
	19. “Ticketless transaction” or “non-traditional play” means a plays sold through subscription, internet, or non-standard terminals.
	20. “Top Prize” means the game prize (prize level 1) won when a player’s bet matches all six (6) numbers, the first five (5) from a field of fifty-two (52) numbers and one (1) from a field of twenty-eight (28) numbered MONOPOLY Properties.
	21. “Winning Numbers” means the six (6) numbers, the first five (5) from a field of fifty-two (52) numbers and the last one (1) from a field of twenty-eight (28) numbers that also represent MONOPOLY properties, randomly selected at each drawing, which shall be used to determine winners.
	22. “Winning Millionaires’ Club Prize Play” means a play determined by the Product Group and the Selling Lottery to be the winner of a Millionaires’ Club Prize. A secondary drawing to determine Millionaires’ Club Prizes only occurs when a Top Prize is won in a Millionaires’ Club drawing. The drawing process for determining Millionaires’ Club Prize winners shall be determined by the Product Group.

**Section 3.0 – Game Description**

**3.1** MONOPOLY Millionaires’ Club is a five (5) out of fifty-two (52) plus one (1) out of twenty-eight (28) lottery game, drawn once a week on a day to be determined by the Product Group, which pays the Top 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 lump sum payment of the total cash held for this prize pool on a pari-mutuel basis.

In addition, and only when the Top Prize has been won in a drawing, a second drawing will occur to select winners of Millionaires’ Club Prizes. The number of Millionaires’ Club Prizes to be drawn will be determined using a process announced by the Product Group. A given play may win in the MONOPOLY Millionaires’ Club drawing, the Millionaires’ Club Prize drawing (if any) or both drawings. The drawing process for determining winners shall utilize random number generators, and otherwise shall be determined by the Product Group.

Except as otherwise provided in these rules, all prizes are paid on a single payment fixed amount basis.

To play MONOPOLY Millionaires’ Club, a player shall select five (5) different numbers, from one (1) through fifty-two (52); the terminal or selling system shall always computer pick (1) additional number in the range from one (1) through twenty-eight (28), to comprise the 2nd value in the player’s selection. The second number may be the same as one of the first five numbers selected by the player. The second number shall be represented on the player’s ticket both as a number and as the associated MONOPOLY game board property. Each play sold by a Lottery shall also have a unique non-repeating transactional number associated with that play to be used in determining Millionaires’ Club Prize winners, if a Millionaires’ Club Prize drawing is held.

Plays can be purchased for five dollars (U.S. $5.00), including any specific statutorily mandated tax of a 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), from a terminal operated by the player (i.e., a player activated terminal), or via approved non-traditional play system as provided in Section 3.6 of these rules; purchase methods are described in Lottery Rules and Regulations.

**3.2 Claims.** A valid ticket or validly registered ticketless transaction play shall be the only proof of a game play, and the submission of a valid winning ticket to the Selling Lottery or its authorized agent, or recognition on the Selling Lottery’s computer system of a winning validly registered ticketless transaction, 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. A terminal-produced paper receipt has no pecuniary or prize value and shall not constitute evidence of ticket purchase or of numbers selected.

**3.3 Cancellations Prohibited.** A MONOPOLY Millionaires’ Club ticket may not be voided or canceled, even when printed in error. No ticket that can be used to claim a prize shall be returned to the Selling Lottery for credit. Tickets accepted by retailers as returned tickets that 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. The placing of plays is done at the player's own risk through the retailer or other Selling Lottery-approved agent that 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 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 Selling Lottery. Retailers shall not permit the use of facsimiles of play slips, copies of play slips, or other materials to be are inserted into the terminal's play slip reader unless they are approved by the Selling Lottery. Retailers shall not permit any device to be connected to a Lottery terminal to enter plays, except as approved by the Selling Lottery.

**3.6 Registration of Plays.** Ticketless transactions plays must be registered by the Selling Lottery at a lottery processing site and through a system that meets the requirements established by the Lottery, the Product Group, and the MUSL 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 (50%) of each drawing period's sales, including any specific statutorily mandated tax of a Lottery to be included in the price of a lottery ticket, after the prize pool accounts and prize reserve accounts are funded to the amounts set by the Product Group.

**4.2 Prize Pool Accounts and Prize Reserve Accounts.** An amount up to four percent (4%) of a Lottery’s MONOPOLY Millionaires’ Club sales, including any specific statutorily mandated tax of a Lottery to be included in the price of a lottery ticket, shall be deducted from a Lottery’s MONOPOLY Millionaires’ Club Top Prize and Millionaires’ Club Prize Pool contributions and placed in trust in one or more prize pool accounts and prize reserve accounts until the prize pool accounts and Lottery’s share of the prize reserve account(s) reach the amounts designated by the Product Group. MUSL shall hold all prize pool and prize reserve funds in trust for the benefit of the contributing Lotteries, and shall segregate these funds from any other MUSL Product Group accounts or trusts and from any MUSL operating accounts.

The following prize pool accounts are established for the MONOPOLY Millionaires’ Club game: the Top Prize and Millionaires’ Club Prize Pool (TP&MC Prize Pool), which is used to fund the immediate Top Prize and Millionaires’ Club Prizes and shall consist of the Top Prize and Millionaires’ Club Prize pool contributions less amounts to fund the PRA and the Set Prize Pool Account, which holds the temporary balances that may result from having fewer than expected winners in the set prize categories. The source of the Set Prize Pool Account is the participating Lotteries’ weekly prize contributions less actual set prize liability.

The following prize reserve accounts are established for the MONOPOLY Millionaires’ Club game: the Prize Reserve Account (PRA), which is used to guarantee payment of the minimum or starting Top Prize and Millionaires’ Club Prizes, guarantee the payment of valid, but unanticipated, Top Prize and Millionaires’ Club Prize claims that may result from a system error or other reason and to fund deficiencies in set prize payments (subject to the limitations of these rules).

Once the prize pool accounts and the participating Lotteries’ share of the prize reserve accounts exceeds the designated amounts, the excess shall become part of the TP&MC Prize Pool. The Product Group, with review and comment of the MUSL Finance & Audit Committee, may establish a maximum balance for the prize pool accounts and prize reserve accounts.

The Product Group may determine to expend all or a portion of the funds in the prize reserve accounts and Set Prize pool account, (1) for the purpose of indemnifying the Lotteries in the payment of prizes to be made by the Lotteries, subject to the approval of the MUSL Board; and (2) for the payment of prizes or special prizes in the MONOPOLY Millionaires’ Club game, limited to Set Prize pool and prize reserve contributions from lotteries participating in the special prize promotion, subject to the review and comment of the MUSL Finance and Audit Committee. The prize reserve shares of a Lottery may be adjusted with refunds to the Lottery from the prize reserve account(s) as may be needed to maintain the approved maximum balance and shares of the Lotteries.

Any amount remaining in the prize pool accounts or prize reserve accounts when the Product Group declares the end of the MONOPOLY Millionaires’ Club game shall be returned to all Lotteries participating in the accounts after the end of all applicable claim periods of all Lotteries, carried forward to a replacement prize reserve account or expended in a manner as directed by the individual Lotteries in accordance with jurisdictional requirements.

Lotteries shall adhere to this Rule unless a different process is approved by the Product Group.

**4.3 Expected Prize Payout Percentages and Prize Pool Funding.** (1) The Top Prize shall be determined on a pari-mutuel basis. 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 MONOPOLY Millionaires’ Club, and prize pool funding by prize category. Except as otherwise mandated by jurisdictional requirements, or provided for in these rules, all other prizes awarded shall be paid as set prizes with the following expected prize payout percentages:

|  |
| --- |
| **Winning Play Odds and Prize Funding** |
|  |
|  |  |  |  |  |  |  |
| **Prize Level** | **Matches First Set** | **Matches Second Set** | **Prize** | **Odds (1 in)** | **% Sales\*** | **% Prize Pool** |
| 1 | 5 | 1 | Top Prize | 72,770,880.0000 | 32.2148% \*\* | 64.4296%\*\* |
| 2 | 5 | 0 | $100,000 | 2,695,217.7778  | 0.7421% | 1.4841% |
| 3 | 4 | 1 | $20,000 | 309,663.3191  | 1.2917% | 2.5835% |
| 4 | 4 | 0 | $500 | 11,469.0118  | 0.8719% | 1.7438% |
| 5 | 3 | 1 | $250 | 6,731.8113  | 0.7427% | 1.4855% |
| 6 | 2 | 1 | $25 | 448.7874  | 1.1141% | 2.2282% |
| 7 | 3 | 0 | $20 | 249.3263  | 1.6043% | 3.2087% |
| 8 | 1 | 1 | $10 | 81.5977  | 2.4511% | 4.9021% |
| 9 | 0 | 1 | $7 | 47.4405  | 2.9511% | 5.9021% |
| 10 | 2 | 0 | $5 | 16.6218  | 6.0162% | 12.0324% |
| 11 | Millionaires’ Club Prize | $1 Million | Varies with Sales | Combined with Top Prize %\* | Combined with Top Prize %% |
| Overall win probability is 1 in 10.0025 | Total | 50.000% | 100.0000% |
|  |  |  |  | Top Prize & Millionaires’ Club Prizes | 32.2148% | 64.4298% |

\* Includes prize reserve and other deductions

\*\* The Tier 1 Top Prize and Tier 11 Millionaires’ Club Prize Pool contributions are combined.

**4.3.1** The prize money allocated to the Top Prize category shall be divided equally by the number of plays winning the Top Prize.

**4.3.2** Prize Pool Account Rollovers and Carry Forwards. Any monies not paid for Top Prizes and Millionaires’ Club prizes in the TP&MC Pool following a drawing shall roll over and be added to the TP&MC Prize Pool for the following drawing.

The set prize pool (for prizes of one hundred thousand dollars ($100,000.00) or less) shall be carried forward to subsequent draws if all or a portion of it is not needed to pay the set prizes awarded in the current draw.

**4.3.3 Pari-Mutuel Prize Determinations.**

**4.3.3.1** If the total of the set prizes awarded in a drawing (prize levels 2-10) 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:

**4.3.3.1.1** the amount allocated to the set prizes and carried forward from previous draws, if any;

**4.3.3.1.2** an amount from the PRA, if available, not to exceed twenty million dollars ($20,000,000.00) per drawing, with the exception that no funds in the PRA contributed by the California Lottery may be used to fund set prize deficiencies.

**4.3.3.2**  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.

**Section 5.0 – Prize Payment**

**5.1 Top Prizes.** Top Prizes shall be paid, at the election of the player made no later than sixty (60) days after the player becomes entitled to the prize, with either a per-winner annuity or single lump sum payment. If the payment election is not made at the time of purchase and is not made by the player within sixty (60) days after the player becomes entitled to the prize, then the prize shall be paid as an annuity prize. An election for an annuity payment made by a player before ticket purchase or by system default or design may be changed to a single lump sum payment at the election of the player until the expiration of sixty (60) days after the player becomes entitled to the prize. The election to take the single lump sum payment may be made at the time of the prize claim or within sixty (60) days after the player becomes entitled to the prize. An election made after the winner becomes entitled to the prize is final and cannot be revoked, withdrawn, or otherwise changed.

Shares of the Top Prize shall be determined as provided in Section 5.5 of these rules. Winner(s) who elect a single lump sum payment shall be paid their share(s) in a single payment.

If individual shares of the cash held to fund an annuity are less than $250,000.00, each Lottery, in its sole discretion, may elect to pay the winners their share of funds of the cash pool to fund the annuity prizes as described in in Section 5.5 of these rules.

All annuitized prizes shall be paid annually in thirty (30) payments with the initial payment being made in a single lump sum, to be followed by twenty-nine (29) payments funded by the annuity. Except as may be controlled by a Lottery’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 ($1,000.00). 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 Top Prize winning numbers.

Funds for the initial payment of an annuitized prize or the single lump sum prize shall be made available by MUSL for payment by the 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 account sufficient to pay the prize, the transfer of funds for the payment of the full lump sum amount may be delayed pending receipt of funds from the Lotteries. A paying Lottery may elect to make the initial payment from its own funds after validation, with notice to the central office.

If a Lottery purchases or holds the prize payment annuity for a prize won in that jurisdiction, that Lottery’s game rules, and any prize payment agreement with the prize winner, shall indicate that the prize winner has no recourse against the MUSL or any other Lottery for payment of that prize.

In the event of the death of a lottery winner during the annuity payment period, unless prohibited by jurisdictional law, 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 MUSL Finance & Audit Committee or the Product Group.

**5.2 Millionaires’ Club and Set Prize Payments.** All Millionaires’ Club Prizes and set prizes (all prizes except the Top Prize, whether described as “cash” payment prizes or otherwise) shall be paid through the Selling Lottery that sold the winning ticket(s) and at the discretion of the Selling Lottery may be paid by cash, check, warrant or electronic transfer.

A Lottery may begin paying Millionaires’ Club and set prizes after receiving authorization to pay from the central office. If a Lottery, due to jurisdictional law requirements, separately determines low-tier prize amounts, it shall be solely responsible for its low-tier prize liability, and may begin paying low-tier prizes after a drawing when it determines it is appropriate to do so.

**5.3 Prizes Rounded.** Annuitized payments of the Top Prize or a share of the Top Prize may be rounded to facilitate the purchase of an appropriate funding mechanism. Breakage on an annuitized Top Prize win shall be added to the first payment to the winner or winners. Prizes other than the Top 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. Except with regards to Millionaires’ Club and low-tier prizes paid by a Lottery which separately determines its low-tier prize amounts pursuant to in Section 5.2 of these rules, breakage resulting from rounding these prizes shall be carried forward to the prize pool for the next drawing.

**5.4** *[Reserved for future use]*

**5.5 Funding of Guaranteed Prizes.** The Product Group may offer guaranteed minimum Top Prize amounts, guaranteed minimum numbers of Millionaires’ Club winners, minimum increases in the Top Prize amount between drawings, minimum increases in the number of Millionaires’ Club winners between drawings, or make other changes in the allocation of prize money when the Product Group finds that it would be in the best interest of the game.

If a minimum Top Prize amount or a minimum increase in the Top Prize between drawings is offered by the Product Group, then shares of the Top Prize shall be determined as follows:

If there are multiple Top Prize winners during a single drawing, each selecting the annuitized option prize, then a winner's share of the guaranteed annuitized Top Prize shall be determined by dividing the guaranteed annuitized Top Prize by the number of winning plays.

If there are multiple Top Prize winners during a single drawing and at least one (1) of the Top Prize winners has elected the annuitized option prize, then the best bid submitted by the central office’s pre-approved qualified brokers shall determine the cash pool needed to fund the guaranteed annuitized Top Prize.

If no winner of the Top Prize during a single drawing has elected the annuitized option prize, then the amount of cash in the Top Prize pool shall be an amount equal to the guaranteed annuitized amount divided by the average annuity factor of the most recent three (3) best quotes provided by pre-approved qualified brokers submitting quotes.

In no case shall quotes be used that are more than two (2) weeks old, and if less than three (3) quotes are submitted, then the central office 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 4.3.3 of these rules becomes necessary.

The 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 sixty (60) days after the winner becomes entitled to the prize. Neither MUSL, the Product Group, nor the Lotteries shall be responsible or liable for changes in the actual amount purchased after the prize payment method is actually known to the central office.

**5.6 Prize Limited to Highest Prize Won.** Except for Millionaires’ Club Prizes, the holder of a winning ticket may win only one (1) prize for that ticket’s play and shall be entitled only to the prize won by those numbers in the highest matching prize category. The status of a ticket as a winner based on a match between the play and the Winning Numbers on that ticket shall have no effect on that ticket’s ability to win (if drawn) a Millionaires’ Club Prize.

**5.7 Millionaires’ Club Prize Winner.** Independent of a ticket’s status as a prize winner due to a match with the Winning Numbers, each ticket in a draw is potentially a winner of a Millionaires’ Club Prize if, on that game draw, Millionaires’ Club Prizes are awarded. If a ticket is a winner under both drawings, the prize paid shall be the sum of both the Top Prize or level 2-10 prize and the Millionaires’ Club Prize.

**5.8 Prize Claim Period.** Prize claims shall be submitted within the period set by the Lottery selling the ticket. If no such claim period is established, all Top Prize and Millionaires’ Club Prize claims shall be made within one hundred eighty (180) days after the drawing date.

**5.9 Disclosure of winner information.** Subject to the laws and regulations of the Selling Lottery relating to the disclosure of Millionaires’ Club Prize winners, and at the discretion of each Selling Lottery where disclosure is permitted, the name and community of the winner of a Top Prize or Millionaires’ Club Prize will be disclosed in a press conference or in a press release, and further subject to the laws and regulations of the Selling Lottery, the prize winner may be required to participate in a press conference.

**Section 6.0 – Ticket Validation**

**6.1 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 Selling Lottery for validation of winning tickets sold through its lottery draw game system as set forth in Section 6.2 of these rules and any other validation requirements adopted by the Product Group, MUSL Board and published as the Confidential MUSL Minimum Game Security Standards. MUSL and the Selling Lotteries shall not be responsible for tickets that are altered in any manner.

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

* + 1. 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 ticket 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 BABLO 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 ticket paper stock roll which was in use at the time of the bet by, and validly issued to, the agent from whom the ticket was purchased.
		2. In the event that a ticket fails to pass all the criteria set forth in Section 6.2.1 of these rules, 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 7.0 – Ticket Responsibility**

* 1. **Prize Claims.** Prize claim procedures shall be governed by the rules of the Lottery.The Product Group, MUSL and the Selling Lotteries shall not be responsible for prizes that are not claimed following the proper procedures as determined by the selling lottery.
	2. *[Reserved]*
	3. **Stolen Tickets.** Neither MUSL, the Product Group, nor the Selling Lotteries shall be responsible for lost or stolen tickets.
	4. **Ticketless Transactions.** A receipt for a ticketless transaction play has no value and is not evidence of a play. A ticketless transaction play is valid when registered with the lottery in accordance with lottery rules and the person or, if permitted by the lottery rules, the persons registering the play shall be the owner of the ticketless transaction play.

**Section 8.0 – Ineligible Players**

**8.1** Regardless of the selling lottery, a ticket or share for the MONOPOLY Millionaires’ Club game may not be purchased or received, nor may a prize won, by:

* + 1. A MUSL employee, officer, or Product Group Lottery director;
		2. A contractor or consultant under agreement with the MUSL to review the MUSL audit and security procedures;
		3. An employee of an independent accounting firm under contract with MUSL to observe drawings or site operations and actually assigned to the MUSL account and all partners, shareholders, or owners in the local office of the firm;
		4. Any officer, employee or Director of Hasbro, Inc.; or
		5. An immediate family member (parent, stepparent, child, stepchild, spouse, or sibling) of an individual described in this section and residing in the same household.
	1. A ticket may not be sold to, or purchased by, individuals who have not attained 18 years of age. However, tickets may be given as gifts to minors or any other individuals except as prohibited by Maine law.
	2. A ticket or share may not be purchased by and a prize may not be paid to any of the persons set forth in 8 M.R.S.A. Section 381.
	3. Those persons designated by a Selling Lottery's law or administrative rules as ineligible to play its games shall also be ineligible to play the MONOPOLY Millionaires’ Club game in any jurisdiction.

**Section 9.0 —APPLICABLE LAW**

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

**Part III – MONOPOLY MILLIONAIRES’ CLUB TELEVISION GAME SHOW**

**Section 10.0 – Monopoly Millionaires’ Club Television Game Show**

**10.1 Television Game Show.** The Product Group may decide to add a television game show to the MONOPOLY Millionaires’ Club game. The MONOPOLY Millionaires’ Club television game show (TV Show) will be produced at times and places approved by the Product Group for broadcast at times approved by the Product Group.

**10.2 Basic TV Show Design; Alterations.** The basic design of the TV Show shall be as described in this Section, except that any alteration of the basic design of the TV Show may be approved by the Product Group. Contests played on the TV Show shall be as approved by the Product Group.

**10.3 Eligibility.** Unless otherwise indicated by a Selling Lottery, a player may become eligible for TV Show studio audience member selection by registering a MONOPOLY Millionaires’ Club ticket or tickets with one or more qualifying properties according to the requirements of these Rules and as indicated by the Lottery that sold the ticket(s). Every player holding tickets qualifying to participate in the studio audience selection process according to the rules announced by the Selling Lottery (“player”) who is selected by that Selling Lottery to participate as a member of a studio audience for an episode of the TV Show, and who is actually present in the studio audience, shall be eligible to be selected from the audience to participate as an on-stage participant in a game or games to be conducted on the TV Show. Guests of players who are not proxied by the player to appear as an on-stage participant in the place of the player are not eligible to be selected as an on-stage game participant.

**10.4 How to Register.** Unless otherwiseindicated by a Selling Lottery, to register a MONOPOLY Millionaires’ Club ticket for participation in the selection of studio audience members, a player must visit the website designated for such purpose by the Selling Lottery that sold such ticket. At such website, the player must register and open an account by providing his or her name, certifying that he or she is 18 years of age or older, and providing such other identifying information as the Selling Lottery requires. In addition, the player must enter the webcode assigned to the MONOPOLY Millionaires’ Club ticket, which will result in the registration in the player’s account of a MONOPOLY game board property, as indicated on the MONOPOLY Millionaires’ Club ticket, together with an additional bonus MONOPOLY game board property to be selected for registration in the player’s account. As shown in the following table, for each MONOPOLY game board property registered in a player’s account together with the additional MONOPOLY game board property or properties needed to make up a complete property group, the player will be awarded a number of entries into a drawing from which studio audience members will be selected.

|  |  |
| --- | --- |
| **MONOPOLY Property Groups** | **No. of Entries Awarded** |
| Mediterranean Avenue & Baltic Avenue | 2 |
| Oriental Avenue & Vermont Avenue & Connecticut Avenue | 4 |
| St. Charles Place & States Avenue & Virginia Avenue | 6 |
| St. James Place & Tennessee Avenue & New York Avenue | 8 |
| Kentucky Avenue & Indiana Avenue & Illinois Avenue | 10 |
| Atlantic Avenue & Ventnor Avenue & Marvin Gardens | 12 |
| Pacific Avenue & North Carolina Avenue & Pennsylvania Avenue | 15 |
| Park Place & Boardwalk | 20 |
| Reading RR & Pennsylvania RR & B&O RR & Short Line RR | 16 |
| Electric Company & Water Works | 10 |

**10.4.1 Alternative Qualification Criteria and/or Method of.** A Selling Lottery may decide, in its sole discretion, to offer qualification criteria and/or an alternative method for a player to register to participate in the selection of studio audience members.

**10.5 Selection of Studio Audience Members.** Each Selling Lottery shall, from time to time as specified by the Product Group, conduct a drawing from among those MONOPOLY Millionaires’ Club registered account holders whose accounts have accumulated enough Monopoly game board properties to have a sufficient number of entries to participate in such drawing. From each such drawing, each Selling Lottery shall select a minimum of three (3) account holders, each of whom shall be awarded: transportation, meals, and lodging expenses for himself or herself and a guest to travel to and return from the place approved by the Product Group for the production of the TV Show; the right to participate in the studio audience during the production of such show; and the right to participate in a selection process to be chosen as an on-stage participant on the TV Show, for the award of prizes to the winners of such game elements.

**10.6 Requirements for each TV Show Studio Audience.** The following requirements shall apply to each TV Show studio audience:

**10.6.1** The Product Group shall determine the number of studio audience members for each studio audience selection procedure.

**10.6.2** One week prior to each studio audience selection drawing, each Lottery shall report total sales of MONOPOLY Millionaires’ Club tickets from the date of the previous drawing until the date of such report.

**10.6.3** Each Lottery shall be assigned three (3) players to be selected as studio audience members for each MONOPOLY Millionaires’ Club audience (the Base Allotment).

**10.6.4** The remainder of the players to be selected as studio audience members shall be determined based on MONOPOLY Millionaires’ Club ticket sales (the Sales Allotment). The total sales of MONOPOLY Millionaires’ Club tickets by each Lottery divided by the total sales of MONOPOLY Millionaires’ Club tickets by all Lotteries during the applicable period shall determine the factor to be used in calculating each Lottery’s allotment above and beyond the Base Allotment of three (3) players to be selected as studio audience members. The factor so determined shall be rounded to the nearest integer (for example, a result of 1.4 shall mean that a Lottery will have one (1) additional player to be selected as a studio audience member above the Base Allotment and a result of 1.6 shall mean that a Lottery will have two (2) additional players to be selected as studio audience members above the Base Allotment).

**10.6.5** The total number of players to be selected as studio audience members chosen for each Lottery shall be the sum of its Base Allotment and the Sales Allotment.

**10.7 No transfers; No cash option; Exceptions**. A registered account holder selected to participate as a studio audience member for the TV Show shall not have the right to transfer such selection to another person, except that the Selling Lottery, in its sole discretion under the rules of that Lottery, may permit the selected registered account holder to appoint another person reasonably acceptable to the Selling Lottery to participate as a studio audience member in place of the selected registered account holder, but in such a case the transportation, meals, and lodging expenses, together with any prize(s) awarded as a result of participation in the studio audience or in a game element on the MONOPOLY Millionaires’ Club Television Game Show shall be deemed to be received by the selected account holder. Nothing in these rules requires a Lottery to permit selected studio audience members to appoint replacement studio audience members.

A registered account holder selected to participate as a studio audience member for the MONOPOLY Millionaires’ Club Television Game Show shall not have the right to decline the payment of expenses for transportation, meals, and lodging to and from the TV Show in exchange for a sum of money equivalent to the value of such expenses; except in a case where the Selling Lottery, in its sole discretion, determines that such registered account holder is legally subject to the offset of such expense payments under the rules of that Lottery. In such a case, the amount determined by the Product Group to be equivalent to the value of the transportation, meals, and lodging expenses for a selected studio audience member may be offset and applied to the registered account holder’s obligations in accordance with the applicable laws in that Selling Lottery’s jurisdiction. Nothing in these rules requires a Lottery to perform offsets against transportation, meals, and lodging provided to studio audience members.

**Part IV – Lottery Retail Agents**

#### Section 11.0 – Lottery Retail Agents

* 1. A lottery retail agent selling MONOPOLY Millionaires’ Club game tickets shall comply with all applicable Maine laws, administrative rules promulgated by the Lottery, and procedures and decisions of the Lottery as well as with all applicable MUSL rules, regulations and requirements.
	2. Each lottery retail agent shall receive a commission of five percent (5%) of gross receipts for MONOPOLY Millionaires’ Club game tickets sold by that lottery retail agent.
	3. A bonus of $50,000 will be paid to the lottery retail agent for any winning Top Prize ticket sold by that lottery retail agent.
	4. A bonus of $20,000 will be paid to the lottery retail agent for any MONOPOLY Millionaires’ Club winning ticket sold by that lottery retail agent.

**Section 12.0 – Effective Date**

These rules shall become effective for drawings beginning October 24, 2014.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

STATUTORY AUTHORITY: 8 M.R.S.A. §374

EFFECTIVE DATE:

 October 21, 2014 – filing 2014-260