

KENTUCKY LOTTERY CORPORATION

RULES AND REGULATIONS

“KENTUCKY 5
With Extra”

5 of 39

Adopted November 17 , 2023

KENTUCKY LOTTERY CORPORATION

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“KENTUCKY 5”

With Xtra

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1. CREATION

Pursuant to the laws creating and governing the Kentucky Lottery Corporation, there is hereby created a draw game, hereinafter called “Kentucky 5” [which shall be conducted pursuant to these Rules and Regulations and KRS Chapter 154A] and shall continue until the President publicly announces a termination date. The purchase of Kentucky 5 through the Kentucky Lottery Corporation’s website at kylottery.com is governed by the Rules for the iLottery Purchase of Draw Games and the iLottery Terms of Use, which are incorporated by reference, in addition to these rules. The wager type options, wager amount options, maximum wager amount, advance wagering options, and other features of the game may differ from retail or be limited on iLottery.

Sales of Kentucky 5 with the Xtra option are effective at retail at the start of business on November 20, 2022, at 5:00 a.m. ET, and on iLottery at the start of business on December 5, 2022, or as announced by the Lottery.

2. PURPOSE AND GENERAL DESCRIPTION

The purpose of the Kentucky 5 game shall be to determine winners from ticket holders matching three (3), four (4), or five (5) numbers from a field of one (1) through thirty-nine (39) with the numbers drawn from the field of thirty-nine (39), the “Kentucky 5 Winning Numbers”, with the winning numbers randomly drawn. Correctly matching three (3), four (4) or five (5) Winning Numbers from the field of one (1) through thirty-nine (39) shall entitle the ticket holder to a prize hereinafter identified in Section 11 of this document. Matching five (5) of the Winning Numbers shall entitle the player to the Jackpot prize. Jackpot prizes shall start at forty thousand dollars (\$40,000) and shall increase by a minimum of five thousand dollars (\$5000) for each successive Kentucky 5 drawing held without a Jackpot winner (the “estimated Jackpot prize”).

The KLC shall advertise the estimated Jackpot prize prior to any drawing. The KLC may increase or decrease the starting Jackpot prize amount or the minimum increase for each successive Kentucky 5 drawing, based on sales of the game, effective at any time following the next drawing following the action taken by the KLC to increase or decrease the

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amounts. The estimated Jackpot prize is not a guaranteed Jackpot amount and the actual Jackpot prize amount may vary from the estimated amount based on actual sales.

To play Xtra with Kentucky 5, players purchase a Kentucky 5 wager and then choose to add the Xtra option for an additional wager amount of one dollar (\$1) per play. When the Xtra option has been purchased, a player will receive a computer-selected multiplier number of 2X, 3X, 4X or 5X assigned to each play wagered. When a player wins a prize Matching three (3) or four (4) of the Winning Numbers, the prize identified in Section 11 of this document will be multiplied by the Multiplier number assigned to that winning play. When the Xtra option has been purchased, correctly matching two (2) Winning Numbers from the field of one (1) through thirty-nine (39) shall entitle the player to a fixed prize of \$2.00 as set forth in Section 11 of this document. The fixed \$2.00 prize shall not be multiplied by the Xtra multiplier number assigned to the play.

All prizes won on the game must be claimed within 180 days of the Drawing date printed on the Ticket (or Exchange Ticket).

3. DEFINITIONS

The following words and terms shall have the following meaning unless otherwise indicated:

- (a) **Drawing** – Collectively refers to the process of randomly selecting, by computer, five (5) numbers from a field of one (1) to thirty-nine (39), which determines the winning Kentucky 5 plays.
- (b) **Play Slip** – The official Lottery form provided to Retailers, which is used by a player to purchase a Ticket from a Retailer, and which indicates the Plays selected by the Player. The definition of “Play Slip” includes the digital or virtual Play Slip created by a player using the KLC’s mobile application installed on the player’s mobile device. A player using a digital or virtual Play Slip has the sole responsibility for verifying the accuracy of the data submitted by the player in order to purchase a Ticket.
- (c) **KLC or Lottery** – The Kentucky Lottery Corporation;
- (d) **President** – President of the Kentucky Lottery Corporation or any other person to whom the President’s authority is lawfully delegated;
- (e) **Play Area or Board** – That area of the Play Slip which contains a set of numbered circles to be marked by the player, with thirty-nine (39) circles numbered one (1) through thirty-nine (39) (labeled “Pick 5 or QP”). To add Xtra to any of the five (5) play areas, mark the Xtra circle in that play area. Each game grid is identified by an alpha character and, when used to

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purchase a Ticket, corresponds to the numbers selected and printed on the Ticket;

- (f) **Quick Pick** – The selection of a Player’s numbers by the Lottery system’s computer software.
- (g) **Kentucky 5 Winning Numbers** – Five (5) numbers from a field of thirty-nine (39) numbers, randomly selected at each Kentucky 5 drawing shall be used to determine winning Kentucky 5 plays.
- (h) **Xtra Option** – The Kentucky 5 option whereby a player, by paying an additional one dollar for each Kentucky 5 play wagered, may be entitled to receive a larger prize for matching three (3) or four (4) of the Winning Numbers or may be entitled to receive a fixed two dollar (\$2.00) prize for matching two (2) of the Winning Numbers. When the Xtra option has been selected, the player will receive a computer-selected multiplier number of 2X, 3X, 4X or 5X assigned to each play wagered. When a player wins a prize Matching three (3) or four (4) of the Winning Numbers, the prize identified in Section 11 of this document will be multiplied by the Multiplier number assigned to that winning play. When the Xtra option has been purchased, correctly matching two (2) Winning Numbers from the field of one (1) through thirty-nine (39) shall entitle the player to a fixed prize of \$2.00 as set forth in Section 11 of this document. The fixed two dollar (\$2.00) prize shall not be multiplied by the Xtra multiplier number assigned to the play.
- (i) **Retailer** - A person licensed to sell lottery tickets who has been approved and contracted with to sell Kentucky 5 Ticket;
- (j) **Ticket** – A Kentucky 5 Ticket (or Exchange Ticket), if produced by a Retailer in an authorized manner, contains one (1) to five (5) separate plays each containing an alpha character (A, B, C, D and E), followed by five (5) selected numbers between one (1) and thirty-nine (39), “QP” if Quick Pick was selected for a play, drawing date(s), the amount wagered per play and total amount wagered per Ticket, and the validation serial number data; “Xtra” if the Xtra option has been selected for at least one (1) play, a computer-selected Multiplier of 2X, 3X, 4X or 5X assigned to each play wagered if Xtra option has been selected for that play, and any other information deemed necessary by the Lottery. This Ticket shall be the only valid proof of the player’s purchase and shall be the only valid receipt for claiming or redeeming a prize. A Kentucky 5 Ticket, if purchased through the Lottery’s website at kylottery.com, is an iLottery Draw Game Ticket and means an electronic or virtual Ticket or play which conforms to the

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requirements of the Rules for the iLottery Purchase of Draw Games, the iLottery Terms of Use, and all applicable laws.

4. TICKET SALES RETAILERS

- (a) Kentucky 5 Ticket sales may only be made through such duly licensed Retailers as the President will appoint and contract with as provided in the Lottery's governing statutes, rules and regulations (relating to Ticket sales retailers).
- (b) The Lottery may, at its discretion, terminate sales, without prior notice, by any retailer upon the grounds set forth in the Retailer contract (and any amendments thereto) in KRS Chapter 154A, and in any administrative regulations adopted from time to time by the Lottery, copies of which may be obtained from the Lottery's corporate headquarters upon written request.

5. TICKET PRICE

The wager amount for Kentucky 5 Tickets is one dollar (\$1.00) per play. The Xtra option is one dollar (\$1.00) per play in addition to the cost of the Kentucky 5 Ticket. The KLC reserves the right to set a maximum ticket price.

6. PLAY SLIP, TICKET CHARACTERISTICS AND RESTRICTIONS FOR TICKET PURCHASES FROM RETAILERS

- (a) Tickets may be purchased from a terminal operated by a Retailer or purchased from a designated self-service vending machine at a Retailer's location.
 - (1) To purchase a Kentucky 5 Ticket from a terminal operated by a Retailer or Retailer's clerk, players may submit their completed Play Slip to an authorized Kentucky 5 Retailer to have issued a Ticket which shall contain the five (5) number selections between 1 and 39 in each game (panel) or board selected by the player (identified by an alpha character as identified in Section 3: Definitions), the drawing date, "Xtra Yes or No," and validation data. Players may optionally request a random computer selection of the Kentucky 5 numbers (Quick-Pick) by indicating this option at the time of purchase or by marking the Quick Pick box in the appropriate game panel. This Ticket shall be the only valid proof of the wager placed and the only valid receipt for claiming or redeeming a prize;
 - (2) To purchase a Ticket from a self-service vending machine, the player follows the instructions on the screen, if any, or must insert a completed Play Slip into the vending machine, and the price of the

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Ticket must be paid into the vending machine. The vending machine will then issue a Ticket to the player.

- (b) Plays may only be entered manually using the lottery terminal keypad, by means of a Play Slip provided by the Lottery and hand-marked by the player, by means of a digital or virtual Play Slip, 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;
- (c) Play Slips shall be available at no cost to the purchaser. A Kentucky 5 wager is one dollar (\$1.00) per play area and an Xtra wager is an additional one dollar (\$1.00) per play area. Play slips must be completed as instructed. A Play Slip shall have no pecuniary or prize value and shall not constitute evidence of purchase or numbers selected;
- (d) In the event Play Slips are unavailable, plays may be given to an authorized Kentucky 5 Retailer in groups of five (5) number selections for each play wagered, and whether the player would like to purchase an Xtra play. The player selects a wager amount of \$1.00 per Kentucky 5 play and \$1.00 per Xtra play. Such selections shall be manually entered into the computer terminal by the Retailer.
- (e) Kentucky 5 Tickets may be purchased for two (2), three (3), four (4), five (5), six (6), seven (7) or fourteen (14) consecutive drawings (known as "Multi-Draw"), starting with the next available drawing. Kentucky 5 Multi-Draw wagers shall be eligible for Exchange tickets. The Kentucky 5 exchange ticket for a wager that included the Xtra add-on shall contain the same multiplier number per play as assigned to that play on the original Ticket;
- (f) A Kentucky 5 with Xtra wager is available for "Play It Again." When "Play It Again" is selected for a Kentucky 5 ticket that included the Xtra add-on, the Kentucky 5 game numbers on the new wager shall be the same as the numbers from the replayed wager. However, a new Xtra multiplier shall be randomly assigned on the new ticket for each play with the Xtra add-on.
- (g) A Kentucky 5 Ticket that does not include Xtra purchased from a Retailer may be canceled on the same day the Ticket was issued and only from the Retailer from whom the Ticket was purchased. A Ticket purchased prior to that day's draw break must be cancelled within sixty (60) minutes after being issued or prior to the draw break, whichever first occurs. A Ticket

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issued after the draw break must be canceled within sixty (60) minutes after being issued, but in no event after the close of the Retailer's business day or the close of the Lottery's business day, whichever occurs first. A Kentucky 5 Ticket with Xtra cannot be cancelled.

- (h) The maximum Ticket price allowed for any Kentucky 5 ticket purchased from a Retailer is \$250.00.
- (i) A player using a digital or virtual Play Slip has the sole responsibility of verifying the accuracy of the data submitted by the player in order to purchase a Ticket.
- (j) By purchasing a Kentucky 5 Ticket, the player agrees to abide by these Rules and Regulations, as determined by the Lottery.

7. RESTRICTIONS FOR TICKETS PURCHASED FROM iLOTTERY

- (a) A ticket purchased from iLottery cannot be canceled.
- (b) Advanced Wagers are not available on iLottery.

8. TIME, PLACE AND MANNER OF CONDUCTING DRAWING

- (a) **Time of Drawing** – Kentucky 5 drawings shall take place once each day at approximately 10:58 p.m. ET or at such other time announced by the Lottery;
- (b) **Place of Drawings** – Kentucky 5 drawings shall be conducted at a location determined at the President's discretion;
- (c) **Manner of Conducting Drawings** – The objective of the Kentucky 5 drawing shall be to select, at random, five (5) numbers from one set of thirty-nine (39) numbers, which shall be known as the Kentucky 5 Winning Numbers, with the aid of drawing equipment, pursuant to the controls and methods defined within the document "Kentucky 5 Drawing Procedures."

9. TICKET RESPONSIBILITY FOR TICKETS PURCHASED FROM A RETAILER

- (a) A winning Kentucky 5 Ticket purchased from a Retailer is deemed to be a bearer instrument until a name is affixed upon the Ticket in the designated area. At that time the Ticket is deemed to be owned for all purposes by the person(s) so named;

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- (b) The Lottery shall not be responsible for lost or stolen Kentucky 5 Tickets;
- (c) The purchaser of the Kentucky 5 Ticket has the sole responsibility for checking the accuracy and condition of the data printed on the Ticket;
- (d) The Lottery shall not be responsible for Kentucky 5 Tickets redeemed in error by a player from a Kentucky 5 Retailer.
- (e) A play slip does not constitute evidence of a winning Ticket or numbers selected. Players must present a valid Ticket to claim a prize, in accordance with Section 9.
- (f) Winners are determined by the numbers drawn at a Drawing and not by any numbers reported. The Lottery shall not be responsible for numbers reported in error.

10. TICKET VALIDATION REQUIREMENTS FOR TICKETS PURCHASED FROM A RETAILER

- (a) **Valid Tickets** – In order to be deemed a valid Kentucky 5 Ticket purchased from a Retailer, the apparent winning Ticket must be presented and all of the following conditions must be met:
 - (1) The Ticket validation serial number must be present in its entirety. The selected numbers printed on the Ticket must correspond to the winning numbers drawn for the date printed on the Ticket. The validation serial number and the selected numbers must both correspond to the computer validation records maintained by the Lottery or its designated draw games vendor;
 - (2) The Ticket must be intact;
 - (3) The Ticket must not be mutilated, altered, reconstituted or tampered with in any manner;
 - (4) The Ticket must not be counterfeit or an exact duplicate of another winning Ticket;
 - (5) The Ticket must have been issued by the Lottery through an on-line Kentucky 5 Retailer in an authorized manner;
 - (6) The Ticket must not have been stolen;

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- (7) The Ticket must be validated in accordance with Section 11 (relating to procedures for claiming and payment of prizes) and submitted for payment within one hundred eighty days (180) days of the drawing date printed on the Ticket;
 - (8) The player selected numbers or computer selected numbers on the Ticket must be in individual groups of five (5) numbers from one set of 39, each associated with a single alpha character: A, B, C, D, or E. The five (5) numbers and the associated alpha character must constitute a single game play;
 - (9) The Ticket data must have been recorded on the central computer system prior to the drawing and the Ticket data must match this computer data in every respect;
 - (10) The player selected or computer selected numbers, the validation data and the drawing date of an apparent winning Ticket must appear on the official file of winning Tickets and a Ticket with that exact data must not have been previously paid;
 - (11) The Ticket must not be misregistered, defectively printed or printed or produced in error to an extent that it cannot be processed by the Lottery;
 - (12) The Ticket must pass all other confidential security checks of the Lottery;
 - (13) By submitting a Kentucky 5 Ticket for validation, the player agrees to abide by the Rules and Regulations pertaining to Kentucky 5, as determined by the President;
 - (14) There must not be any other breach of these Rules and Regulations in relation to the Ticket which, in the opinion of the President, justifies disqualification.
- (b) **Invalid or Defective Tickets** - Any Ticket purchased from a Retailer and not passing all of the validation criteria in this subsection shall be considered void and shall not be paid.
- (1) The determination of the President regarding invalid or defective Tickets shall be final and binding. At the President's discretion, an invalid Ticket may be replaced

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with a Ticket of equivalent sales price from any current Lottery game;

- (2) In the event a defective Ticket is purchased or in the event the President determines to adjust an error, the sole and exclusive remedy shall be the replacement of such defective and erroneous Ticket with a Ticket of equivalent sales price from any current Lottery game;
- (3) In the event a Ticket is not paid by the Lottery and a dispute occurs as to whether the Ticket is a winning Ticket, the Lottery may, at its option, replace the Ticket as provided in paragraph (2) of this subsection. This shall be the sole and exclusive remedy of the holder of the Ticket.

11. PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES WON ON TICKETS PURCHASED FROM RETAILERS

- (a) Prizes won shall be claimed within one hundred and eighty (180) days following the date of the Drawing in which the prize was won. Such prizes shall be claimed as set forth below or as otherwise directed by the Lottery. If a Ticket contains multiple Drawings in which prizes were won on separate days, each prize still must be claimed within one hundred and eighty (180) days following the date of the specific Drawing in which the prize was won.
- (b) Tickets having a total cash prize value of Fifty Dollars (\$50.00) or less may be claimed by:
 - (i) presenting the Ticket at any Retailer, provided that such Retailer has sufficient funds available for payment, or at any authorized KLC Cashing Agent;
 - (ii) presenting the Ticket at Lottery headquarters located at 1011 West Main Street, Louisville, Kentucky 40202; or
 - (iii) mailing the signed winning Ticket to: Kentucky Lottery Corporation, Claims Dept. 100, Louisville, Kentucky 40287-0001.
- (c) Tickets having a total cash prize value of over Fifty Dollars (\$50.00) and up to Six Hundred Dollars (\$600.00).
 - (i) Tickets having a total cash prize value of over Fifty Dollars (\$50.00) and up to Six Hundred Dollars (\$600.00) may be claimed within

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ninety (90) days following the date of the Drawing in which the prize was won by presenting the Ticket in any manner specified in subsection (b) of this section.

- (ii) Tickets having a total cash prize value of over Fifty Dollars (\$50.00) and up to Six Hundred Dollars (\$600.00) which are not claimed within the ninety (90) day period, must be claimed within one hundred eighty (180) days following the date of the Drawing in which the prize was won by presenting the Ticket in any manner specified in subsection (b) (ii) or (iii) of this section;
- (d) Tickets having a total cash prize value of over Six Hundred Dollars (\$600.00) and up to Five Thousand Dollars (\$5,000).
 - (i) Tickets having a total cash prize value of over Six Hundred Dollars (\$600.00) and up to Five Thousand Dollars (\$5,000) may be claimed within ninety (90) days following the date of the Drawing in which the prize was won by presenting the Ticket at any Retailer location that is an authorized cashing agent or in any manner specified in subsection (b) (ii) or (iii) of this section, along with an official Lottery claim form.
 - (ii) Tickets having a total cash prize value of over Six Hundred Dollars (\$600.00) and up to Five Thousand Dollars (\$5,000) not claimed within the ninety (90) day period must be claimed within one hundred eighty (180) days following the date of the Drawing in which the prize was won by presenting the Ticket in the manner specified in subsection (b) (ii) or (iii) of this section, along with an official Lottery claim form.
- (e) Tickets having a total cash prize value of over Five Thousand Dollars (\$5,000.00) and up to Twenty Five Thousand Dollars (\$25,000).
 - (i) Tickets having a total cash prize value of over Five Thousand Dollars (\$5,000.00) and up to Twenty Five Thousand Dollars (\$25,000) may be claimed within ninety (90) days following the date of the Drawing in which the prize was won by presenting the Ticket at any Retailer location that is an authorized super cashing agent or in any manner specified in subsection (b) (ii), or (iii) of this section, along with an official Lottery claim form.
 - (ii) Tickets having a total cash prize value of over Five Thousand Dollars (\$5,000.00) and up to Twenty Five Thousand Dollars (\$25,000) not claimed within the ninety (90) day period must be

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claimed within one hundred eighty (180) days following the date of the Drawing in which the prize was won by presenting the Ticket in the manner specified in subsection (b) (ii) or (iii)) of this section, along with an official Lottery claim form.

- (g) Tickets having a total cash prize value of over Twenty-Five Thousand Dollars (\$25,000) must be claimed at the Lottery headquarters located at 1011 West Main Street, Louisville, Kentucky.
- (h) The Kentucky Lottery Corporation reserves the right in its sole discretion to increase the total cash prize values that may be claimed at cashing agents. Players can contact the Lottery headquarters or a Lottery Retailer for current cashing limits.
- (h) In the event a single Ticket contains multiple wins, the prize amounts shall be added together and shall be paid in accordance with the prize payment limits specified in subsections (b) through (e) of this section.
- (i) The payment of prizes to persons under eighteen (18) years of age and to those persons who may die before receiving any or all of a particular prize shall be paid in accordance with KRS 154A.110 (relating to prizes payable after the death of a prize winner and payment to persons under eighteen (18) years of age), and rules promulgated with respect thereto.
- (j) The Lottery shall be discharged of all liability after payment of prizes as provided in KRS 154A.110(4) (relating to discharge of Lottery liability upon payment).

12. DETERMINATION OF PRIZE WINNERS, PRIZE LIABILITY LIMIT AND PROBABILITY OF WINNING

- (a) The following table sets forth the prize categories and probability of winning a prize in Kentucky 5 (rounded to the nearest whole number). The Match 2 prize and Multiplier are available with the purchase of the Xtra Add-On Feature:

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Base Game			Xtra Add-On Feature			
Match	Odds	Prize	2X 1:4	3X 1:4	4X 1:4	5X 1:4
Match 5	1: 575,757	Jackpot				
Match 4	1: 3,387	\$250	\$500	\$750	\$1,000	\$1,250
Match 3	1: 103	\$5	\$10	\$15	\$20	\$25
Match 2	1: 9.62		\$2			
99.59			Xtra Overall Odds: 8.77			

- (b) Approximately 37.75% of the sales of Kentucky 5 are allocated to the Jackpot prize.
- (c) The holder of a Ticket with a win from a Drawing may win only one Prize Category per single game panel in connection with Winning Numbers drawn and shall be entitled only to the highest prize won by those numbers;
- (d) The prize money allocated to the Jackpot category shall be divided on a pari-mutuel basis by the number of Kentucky 5 plays winning the Jackpot, rounded down to the nearest dollar.
- (e) The number of Prize Categories and the allocation of prize money among the Prize Categories may be changed at the discretion of the President and Board of Directors. Such change shall be announced by public notice through amendment of these Rules and Regulations.

13. UNCLAIMED PRIZE MONEY

All prize money on winning Kentucky 5 Tickets may be retained by the President for payment to the person entitled thereto. In the event no claim or redemption is made within one hundred eighty days (180) days of the drawing date printed on the Ticket, the prize money shall be deposited and paid out in accordance with KRS 154A.110(3).

14. WITHHOLDING AND DEBT SET OFF

Kentucky and federal withholding shall be withheld by the Lottery from prize payments in such amounts as may be required, in accordance with applicable provisions of state and federal law. Prizes are subject to set off of certain debts as required by law.

15. PURCHASE AND PRIZE PAYMENT RESTRICTIONS

- (a) Lottery tickets may only be sold to persons eighteen (18) years of age or older;
- (b) No Ticket shall be purchased and no prize paid to any of the following persons: any member of the Board of Directors, officers, or employees of the KLC; any vendors (as defined in KRS 154A.010) or related entities, or any member of the board of directors, officers, employees of, partners in, or owners of any vendors or related entities to the vendors; or any spouse, child, brother, sister, or parent residing as a member of the same household in the principal place of abode of any said person.

16. GOVERNING LAW

- (a) In purchasing a Ticket, the purchaser agrees to comply with and abide by applicable laws, all lottery Rules and Regulations, instructions, conditions and final decisions of the President, and all procedures established by the President for conduct of the Kentucky 5 game;
- (b) All decisions made by the President, including the declaration of prizes and the payment thereof, in the interpretation of the Rules and Regulations shall be final and binding on all players and on every person making a claim in respect thereof.