

KENTUCKY LOTTERY CORPORATION

RULES FOR THE iLOTTERY PURCHASE OF DRAW GAMES

By purchasing any draw game ticket through the Kentucky Lottery website, a player accepts and agrees to comply with these Rules, the iLottery Terms of Use, the applicable draw game rules and all other applicable rules and procedures. If you do not agree, do not access or purchase any game.

1. DEFINITIONS

- A. **Draw Game** means a lottery game offered for sale by the Kentucky Lottery whereby players win by matching their numbers to numbers selected in a drawing conducted by or on behalf of the Kentucky Lottery.
- B. **iLottery Draw Game Ticket** means an electronic or virtual ticket or play, and is purchased only through the KLC's Website. iLottery Draw Game Tickets are available only for the draw games offered by the KLC for players to purchase through the KLC's website at kylottery.com. The purchase of an iLottery Draw Game Ticket is a "ticketless transaction" under the Powerball Game Rules and the Mega Millions Game Rules.
- C. **Lottery or KLC** means the Kentucky Lottery Corporation with headquarters located at 1011 West Main Street, Louisville, KY 40202.
- D. **President** means the President of the Kentucky Lottery Corporation or any other person to whom the President's authority is lawfully delegated.
- E. **Website** means the KLC's website at kylottery.com, includes the websites of the KLC's agents, contractors, subcontractors, and third parties involved in producing or delivering the Website and related services, and also includes any mobile device application or any other applications that KLC may publish in connection with these services.

2. iLOTTERY DRAW GAME TICKET PRICE

iLottery Draw Game Tickets may be purchased for the price set out in the Rules applicable to each Draw Game.

3. HOW TO PURCHASE

- A. iLottery Draw Game Tickets are purchased online. In order to purchase an iLottery Draw Game Ticket, a player must be a member of the Lottery's Fun Club Rewards, must log in to his or her Fun Club Rewards account at <http://www.kylottery.com>, and successfully complete the purchase process

according to the iLottery Terms of Use and the directions provided on the Website.

- B. To purchase an iLottery Draw Game Ticket, the player must be at least 18 years of age, have a valid Kentucky address, be physically located within the Commonwealth of Kentucky at the time of the purchase, have a properly registered account, and be using player's own account to purchase a ticket. The KLC may deem invalid any purchases made in violation of these requirements, the iLottery Terms of Use or any other applicable rules, and may refuse to award the prize.
- C. All sales are final. Once the purchase is completed, the player may not cancel the purchase. The player is solely responsible for ensuring that he or she has selected the correct lottery game and all options relating to that game, including, but not limited to, game ticket, number of tickets, price of tickets, and numbers played on a ticket or tickets. Purchases made in error will not be refunded.
- D. Player is solely responsible for obtaining and maintaining all equipment and connectivity necessary to access the Website and purchase an iLottery Draw Game Ticket. Players may not be able to purchase iLottery Draw Game Tickets on certain devices due to operating requirements. The Lottery makes no representations or warranties as to a player's ability to access, purchase, and play any game, or that the Website will display correctly on all devices.

4. **HOW TO PLAY**

Each Draw Game is played according to the Rules applicable to each Draw Game, which are incorporated by reference. Rules are available upon request by contacting Customer Service at help@kylottery.com.

5. **DETERMINATION OF PRIZE WINNERS**

- A. The method of determining prize winners for each Draw Game that may be purchased through the Website are set out in and governed by the Rules applicable to each Draw Game. All Draw Games are games of chance, and not affected by the skill, judgment or action of the player.
- B. A player who validly purchases an iLottery Draw Game Ticket using his or her Fun Club Rewards account, and according to these rules and the iLottery Terms of Use, is the owner of the iLottery Draw Game Ticket, is entitled to any prize won on that ticket, subject to all requirements necessary to claim the prize. An iLottery Draw Game Ticket is NOT a bearer instrument. Neither the electronic record of purchase, nor any other confirmation of the purchase is a bearer instrument. An iLottery Draw Game Ticket may not be assigned or transferred, except as allowed or required by law.

6. PRIZES AND ODDS

The prizes and odds for each Draw Game are set out in the Rules applicable to each Draw Game.

7. HOW TO CLAIM A PRIZE

Subject to all applicable state and federal laws, prizes won on an iLottery Draw Game Ticket must be claimed according to the process set out below and in the iLottery Terms of Use:

- A. Prizes of \$600 or less are automatically deposited into the winner's account, subject to the prize winnings account limit. If the prize amount would cause the prize winnings account balance to exceed this limit, a check for the amount of the prize will be mailed to the address on file for the winner's account;
- B. Prizes over \$600, and up to and including \$49,999.99 may be claimed online according to the process set out in the iLottery Terms of Use or claimed in person (prizes over \$600 and up to \$25,000 may be claimed in person at a KLC Regional Office or at the KLC headquarters, and prizes over \$25,000 may be claimed in person only at KLC headquarters); and
- D. Prizes of \$50,000 and over must be claimed in person at Lottery headquarters.

8. CLAIM PERIOD

All prizes won on an iLottery Draw Game Ticket must be claimed no later than one hundred and eighty (180) days after the date of the drawing in which the prize was won. If a valid claim is not made for a prize within the required time period, the prize shall constitute an unclaimed prize and be addressed as provided in KRS 154A.110 (3). It is the player's responsibility to take all required steps to claim any prize. The Lottery is not liable for any damages or losses resulting from a player's failure to properly claim a prize.

9. iLOTTERY DRAW GAME TICKET VALIDATION REQUIREMENTS

- A. In order to be a valid iLottery Draw Game Ticket, all transaction data must be recorded and verified as a winning Draw Game Ticket on the computer system of the Lottery or of its contractors or subcontractors, and the transaction data must satisfy all validation requirements in every respect. Any Ticket not passing all the validation requirements is void and is ineligible for any prize.

10. TAXES AND DEBT SET OFF

Kentucky and federal withholding shall be withheld by the KLC 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.

11. DISPUTES

- A. In the event a dispute between the KLC and player occurs as to whether a prize has been won or paid, the President's decision is final. The President may, solely at his or her discretion, replace the disputed iLottery Draw Game Ticket(s) with a Ticket or Tickets of equivalent sale price from a current KLC iLottery Draw Game or may refund the price. This shall be the sole and exclusive remedy of the purchaser in the event of such disputes.
- B. A claim may not be premised on human or electronic error in the communication, display, or transmission of data regardless of how that data is recorded, displayed, or transmitted. A claim may not be premised on any intentional human, electronic or other form of communication that was not authorized by the KLC.

12. GOVERNING LAW

In purchasing an iLottery Draw Game Ticket, the player agrees to comply with and abide by applicable federal and Kentucky state laws; all rules, regulations, directives and final decisions of the KLC; and all Rules and procedures established for the conduct of the Draw Game.

13. PURCHASE AND PRIZE RESTRICTIONS

- A. No iLottery Draw Game Ticket shall be purchased by and no prize paid to any of the following persons: any member of the Board of Directors, officer or employee of the KLC; any vendor (as defined in KRS 154A.010) or related entity; any member of the Board of Directors, officer, employee of, partner in, or owner of any vendor or related entity to the vendor; 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.

14. TERMINATION OF THE GAME

The President, at any time, with or without notice, may discontinue any Draw Game or the sales of any Draw Game through the KLC's Website.

15. GENERAL TERMS

- A. These Rules set forth certain supplemental terms and conditions that apply to the purchase of iLottery Draw Game Tickets that are made available via the Website. Any Draw Game is also subject to the Rules applicable to each Draw Game, and

all rules, terms and conditions, privacy policies, disclaimers and agreements on the Lottery Website at <http://www.kylottery.com> (Terms of Use and Rules). The Lottery reserves the right to make changes to these Rules and the iLottery Terms of Use and any other rules at any time without advance notice, and such changes will be effective immediately upon posting.

- B. All transactions in connection with purchases made through the KLC's Website are according to Eastern Time.
- C. In the event of any direct conflict among the display of the Game results, applicable Rules, the iLottery Terms of Use, and any other information issued by the Lottery, these Rules will prevail.

Effective Date: September 25, 2015