

**KENTUCKY LOTTERY CORPORATION**

**iLOTTERY INSTANT PLAY GAMES**

**GENERAL RULES AND REGULATIONS**

**Adopted January 26, 2024**

## **GENERAL RULES GOVERNORING iLOTTERY INSTANT PLAY GAMES**

The following General Rules governing iLottery Instant Play Games (hereinafter “Instant Play General Rules”) have been adopted by the Kentucky Lottery Corporation (the “Lottery”) Board of Directors pursuant to the authorization contained in KRS Chapter 154A and shall govern the operation, validation, and claiming of all iLottery Instant Play Games (hereinafter referred to as “Instant Play Games”).

### **1. GENERAL PROVISION**

- A. These Instant Play General Rules are general terms for all Instant Play Games. Each unique Instant Play Game is governed by its own Game Rules and Regulations with respect to game play, odds, and available prizes. **These Instant Play General Rules together with the Game Rules and Regulations for each Instant Play Game, and the Fun Club Terms of Use, and the iLottery Terms of Use, govern all matters and claims relating to Instant Play Games including tickets, transactions, drawings, prizes, and prize claims (collectively the “Rules”). The Rules contain the sole and exclusive remedy for such claims.**
- B. For Tickets purchased after the Effective Date of these General Rules, in the event of a direct conflict between the terms of these Instant Play General Rules and the terms of Rules and Regulations for any Instant Play Game that was on sale prior to the Effective Date of these Instant Play General Rules, these Instant Play General Rules will prevail.
- C. **By purchasing any Instant Play Game Ticket, a player accepts and agrees to comply with the Rules, the Privacy Policy, and all other applicable Lottery rules and procedures. If you do not agree, do not purchase any Instant Play Game Ticket. The Lottery reserves the right to make changes to the Rules, without any advance notice, and such changes will be effective immediately upon posting.**

### **2. DEFINITIONS**

- A. **Instant Play Game** means an electronic KLC instant game, which is available only through the KLC’s Website or KLC App.
- B. **Instant Play Ticket** means an electronic or virtual KLC instant win ticket or play, and is purchased only through the KLC’s Website or KLC App.

- C. **Game Rules and Regulations** means the unique rules governing each specific Instant Play Game for sale, as identified by its Name, Reveal ID, Price Points, and containing the game How to Play, and the prize structure and odds for the game.
- D. **Lottery** means the Kentucky Lottery Corporation.
- E. **KLC** means the Kentucky Lottery Corporation.
- F. **KLC Headquarters** means the building located at 1011 West Main Street, Louisville, Kentucky 40202.
- G. **KLC website** means the official KLC website at kylottery.com and includes the websites of KLC's agents, contractors, subcontractors and third parties involved in producing or delivering the KLC website and related services, and also includes any mobile device application or any other applications that KLC may publish in connection with these services. The KLC website is for informational purposes only. The Lottery makes no expressed or implied warranties or representation of any kind as to the content, accuracy, completeness, reliability, or timeliness of the information contained on the KLC website or any link provided herein.
- H. **Kentucky Lottery Official App ("KLC App")** means the official KLC mobile application designed to run on a mobile device that allows players to play certain lottery games and offers other features to players.
- I. **Fun Club** means the KLC's online membership club that provides features and services to members as long as players comply with the Fun Club Terms of Use and allows eligible members to purchase and play certain lottery games within the boundaries of the Commonwealth of Kentucky subject to the iLottery Terms of Use.
- J. **President** means the President of the Kentucky Lottery Corporation or any other person to whom the President's authority is lawfully delegated.

### 3. **INSTANT PLAY TICKET PRICE AND TIME ZONE FOR TICKET PURCHASES**

- A. Tickets for Instant Play Games may be purchased from the KLC website or KLC App at the price set forth in the Game Rules and Regulations, unless authorized by the President at a discount for promotional purposes.
- B. All transactions in connection with purchases made through the KLC Website or KLC App are according to Eastern Time.

### 4. **HOW TO PURCHASE**

- A. In order to purchase an Instant Play Ticket, a player must be a member of the Lottery's Fun Club, must log in to his or her Fun Club account at <http://www.kylottery.com> or via the KLC App, and successfully complete the purchase process according to the iLottery Terms of Use.
- B. To purchase an Instant Play Ticket, the player must be at least 18 years of age, have a valid US 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 other applicable rules, and may refuse to award any prize won.
- C. All sales are final. Once the purchase of an Instant Play Ticket is completed, the player may not cancel the purchase. The player is solely responsible for ensuring that he or she has selected the correct Instant Play Game and all options relating to that Game, including, but not limited to, purchase price, number of tickets in a Multi-ticket game, and price of tickets. Purchases made in error will not be refunded.
- D. Player is solely responsible for obtaining and maintaining any equipment and connectivity necessary to access the KLC Website or the KLC app and purchase an Instant Play Ticket. Instant Play Games may not be available on certain devices due to operating requirements associated with the Games. The Lottery makes no representations or warranties as to a player's ability to access, purchase, and play any game, or that the KLC Website, the KLC App, or games will display correctly on all devices on which they can be viewed.
- E. Players may have the option to "Buy Now" or "Try Now." By design, the Game play and player experience are the same. By choosing "Buy Now," the player elects to purchase the Instant Play Ticket, and the purchase value will be deducted from the player's account. Once confirmed, Instant Play Ticket purchases cannot be voided or cancelled. If a Game player chooses "Try Now," the player acknowledges that he or she is eighteen years of age or older; the player is playing a trial version of the Instant Play Game; the player is not purchasing an Instant Play Ticket, and the player will not be awarded a cash prize even though the Game results may reveal a prize. The prizes and odds for a "Buy Now" or "Try Now" are the same.

## **5. CLAIM PERIOD**

- A. All prizes won on an Instant Play Ticket must be claimed no later than one hundred and eighty (180) days from the date in which the prize is won (by 2:00 A.M. Eastern Time) The end date of an Instant Game Ticket occurs upon the successful completion of each purchase of an Instant Play Ticket. If a valid claim is not made for a prize within the required time period (180 days from the date the prize was won), the prize shall constitute an unclaimed prize and 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.

## **6. CLAIMING PRIZES**

- A. Subject to all applicable state and federal laws, prizes won on an Instant Play Ticket must be claimed according to the process set out below and in the iLottery Terms of Use:
  - 1. 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;
  - 2. Prizes over \$600, and up to and including \$99,999.99, may be claimed online according to the process set out in the iLottery Terms of Use or claimed at Lottery headquarters; and
  - 3. Prizes of \$100,000 and over must be claimed at Lottery headquarters.
- B. The Kentucky Lottery Corporation reserves the right in its sole discretion to change the limits or requirements for claiming prizes in its sole discretion.
- C. 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).

## **7. DETERMINATION OF PRIZE WINNERS**

- A. Instant Play Games are games of chance, and the outcome of a play in the case of any Instant Play Game is determined by the system at the point of purchase and is not affected by the skill, judgment, or action of the player. The system distributes outcomes based on the probabilities within the prize structure set forth in the Game Rules and Regulations. The overall chances of winning in an Instant Play Game at each prize level are determined by the prize structure set forth in the Game Rules and Regulations. Outcome will not be affected by a disconnection from the system after point of purchase.
- B. The revealing of the play symbols is for entertainment purposes only. The revealing of the play symbols on the Instant Play Ticket does not determine if the Instant Play Ticket is a winning Ticket.
- C. A player who validly purchases an Instant Play Ticket using his or her Fun Club account, and according to these rules and the iLottery Terms of Use, is the owner of the Instant Play Ticket, is entitled to any prize won on that ticket, subject to all requirements necessary to claim the prize. An Instant Play Ticket is a NOT bearer

instrument. Neither the electronic record of purchase, nor any other confirmation of the purchase is a bearer instrument. An Instant Play Ticket may not be assigned or transferred, except as allowed or required by law.

- D. If an Instant Game play is not played out to completion for any reason, including the interruption of the player, loss of connectivity during game play, or Game termination by the Lottery, the outcome of the game will be available in Transaction History/Game History.
- E. In the event of any direct conflict among the display of the Instant Play Game results, applicable Game Rules and Regulation, the iLottery Terms of Use, and any other information issued by the Lottery with respect to the Instant Play Games, these General Rules and the Game Rules and Regulations will prevail.

## **8. TICKET VALIDATION REQUIREMENTS**

- A. In order to be a valid winning Instant Play Ticket, all transaction data must be recorded and verified as a winning Instant Play 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.

## **9. TAXES AND DEBT SET OFF**

- A. 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.

## **10. 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 Instant Play Ticket(s) with an Instant Play Ticket or Tickets of equivalent sale price from a current KLC iLottery Instant Game or may refund the purchase 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.

## **11. GOVERNING LAW**

- A. In purchasing an Instant Play 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 procedures established for the conduct of the Game. Persons altering or manipulating an Instant Play ticket by means including but not limited to submitting altered, forged, or falsified screenshots or images of wagers, play results, or wins, for the purposes of obtaining payment, are subject to prosecution.

## **12. PURCHASE AND PRIZE RESTRICTIONS**

- A. No Instant 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.

## **13. TERMINATION OF THE GAME**

- A. The President, at any time, with or without notice, may discontinue any Instant Play Game in its entirety and the Instant Play Game will no longer be offered for sale.