MEGABUCKS *GAME RULES*

Adopted on January 9, 2026

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RULE NO. 1 – DEFINITIONS

(a) "Act" means the Tri-State Lotto Compact.

(b) "Agent" or "Retailer" means the licensed Lottery agent, authorized Lottery sales agent, Lottery online retail agent, or licensed sales agent, who are authorized to sell the Tri-State Megabucks game.

(c) "Board" means that area of the bet slip which contains the designated number of squares.

(d) "Commission" means the Tri-State Lotto Commission® created and established by the Act.

(e) "Director" means the administrative head in charge of day-to-day operations of any party Lottery of the Tri-State Lotto Commission®.

(f) "Draw number (x)" means where (x) is a whole number referring to the number assigned to a drawing on a specific date. The draw number shall start at one (1) and continue sequentially.

(g) "Drawing" means that process which is used to select randomly five (5) winning numbers

between one (1) and forty-one (41) and one additional number between one (1) and six (6) referred to as the Megaball number.

(h) "Easy Pick" or "Quick Pick" means a computer-generated random play to be used as a player's bet.

(i) "Game Ticket(s)" or "Ticket(s)" means an authorized slip of paper (physical ticket) produced by an authorized draw terminal or a virtual ticket produced by an authorized iLottery mobile or internet platform for a certain date acknowledging the recording of a legal transaction between the Lottery and the recipient for a certain date.

(j) "iLottery" means sale of virtual or paperless lottery tickets by a Party Lottery through the use of mobile applications, by mobile devices, or over the Internet.

(k)"Lotto" means a game of chance in which a player selects a certain field of numbers from a larger field of numbers.

(l) "Party States," "Party Lottery," or "Lottery" means the lotteries of the states of New Hampshire, Vermont, and Maine. Party states may also include other states in the event of expansion of the Tri-State Lotto Compact.

(m) "Person" means an individual, partnership, association, organization, club, company, corporation, trust, estate, society, joint stock company, receiver, trustee, assignee, referee, or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, and any combination of individuals. Person shall also mean agencies and instrumentalities of the state, counties, cities, towns and villages.

(n) "Play," "Game Play" or "Bet" means the selection, or a computer pick of the five (5) different numbers from one (1) through forty-one (41) and one additional number between one (1) and six (6) which appear on a ticket as a single lettered selection, to be played for a specific draw.

(o) "Bet Slip" or "Play Slip" means an authorized slip of paper preprinted or Lottery authorized online form with numbered and play style blocks, completed by the player to designate the numbers and play style to be entered into a drawing. A bet slip or play slip may also be converted to a digital code scanned by a terminal and such digital code shall also be considered a form of bet slip for the purposes of these rules. A "Bet Slip" or "Play Slip" is not evidence of play.

(p) "Terminal" means a device which is authorized by the Lottery to function in draw and interactive mode with the central computer system, for the purpose of issuing Lottery tickets and entering, receiving and processing Lottery transactions, including purchases, voiding purchases, validating tickets and transmitting reports. For the purposes of this definition, the Lottery's authorized iLottery mobile or internet platform shall be considered a Terminal when used to create an iLottery ticket.

(q) "Tri-State Megabucks ®" means a draw game offered for sale by the Commission.

(r) "Winning Numbers" means the five (5) numbers between one (1) and forty-one

(41) randomly selected from a common set of numbers and one (1) number between one (1) and six (6) randomly selected from a common set of numbers at each official drawing to determine winning plays contained on a game ticket for a specific date.

(s) "Subscription", "Season Ticket", or "Auto Renewal" means a purchase option whereby a player may select to participate in a specific number of draws, or for a duration of time, or through an auto-renewal function, as permitted by the Party Lottery.

(t) "Top Prize Winner" means a game play that identically matches all the winning numbers.

(u) "Pari-mutuel" means the calculated prize amount for a prize category by dividing the number of winning plays for the prize category into the amount of prize money available for the prize category.

(v) "MUSL" The Multi-State Lottery Association

(w) Random Number Generator (RNG) is a secured computerized system, used in place of ball draw machines, which draws unpredictable numbers within the defined matrix.

RULE NO. 2 – TICKET PURCHASE, CHARACTERISTICS AND RESTRICTIONS

(a) A Party Lottery may sell Tri-State Megabucks tickets in either a physical form or through an authorized iLottery mobile or internet platform subject to the following restrictions. A valid Tri-State Megabucks® ticket shall contain all of the following:

1. The logo or caption "Tri-State Megabucks®";
2. The drawing date(s);
3. The total ticket price/number of draws;
4. The applicable validation number that corresponds to the party Lottery's computer data files;
5. A terminal-printed validation bar code for physical tickets;
6. A vendor security-issued number for physical tickets;
7. A ticket(s) stock sequential number for physical tickets or a MUSL approved method for validation;
8. The player's chosen bet(s) each consisting of five (05) two-digit numbers and the one (01) additional two-digit number for physical tickets;
9. Retailer number for physical tickets;
10. Terminal number for physical tickets;
11. Time stamp/purchase price; and
12. Text lines available for Lottery messages.

(b) A ticket is subject to the validation requirements of Rule 9 and a play shall be void unless the bet evidenced by the ticket reaches, is accepted by, and is recorded by the central computer systems authorized by the Lottery.

(c) A bet slip has no pecuniary or prize value and shall not constitute evidence of ticket purchase or numbers selected.

(d) On a physical ticket, a play is void unless each of the five printed numbers and the one additional number on the ticket has two digits. For example, "03" is a valid number whereas "3" is not.

(e) A ticket may be canceled under the conditions established by the Commission in Tri-State Policy No. 9.

(f) In the event that a ticket is invalid, in accordance with the provisions of Rule 9, the player

shall be entitled to a refund from the party Lottery equal to the purchase price of the ticket.

(g) It shall be the sole responsibility of the player to verify the accuracy of the game plays, amount wagered, and draw day(s). In the event of an error, the player's sole remedy shall be the canceling of the ticket(s), pursuant to Rule 2 (E) if permitted under the terms and conditions of the Commission. The Commission and their Party Lotteries shall not be responsible for tickets printed or purchased in error, and their liability shall be limited to the canceling of the erroneous ticket pursuant to Rule 2 (F).

RULE NO. 3 – DESIGN OF THE GAME

(a) The Commission shall determine the amount of numbers which constitute the field of numbers from which a player may select numbers. The Commission may also change the amount of numbers in that field as well as the amount of numbers to be selected from it.

(b) Tri-State Megabucks® tickets may only be offered for sale at a price that has been determined by the Commission.

(c) The Commission may determine, in its sole discretion, to change the design of the game, frequency of play, and the termination date of the game. If the Commission elects to terminate the Megabucks® game, the Commission shall:

1. Publicly announce the final draw date;
2. Determine the method for distribution of the final Megabucks® jackpot prize pool;
3. Determine the method for distribution of all Megabucks® prize contingency accounts; and
4. Refund, to each valid Megabucks® subscription customer, the value of their remaining draws beyond the game's final drawing date.

RULE NO. 4 – DETERMINATION OF PRIZE WINNERS

(a) Prizes shall be determined and awarded on the following basis:

Tickets containing the following number of matches in one single play irrespective of drawing order:

- All five (5) of the first five numbers and the Megaball number
- Five (5) of the first five (5) numbers and no Megaball number
- Four (4) of first five (5) numbers, and Megaball number
- Four (4) of first five (5) numbers, and no Megaball number
- Three (3) of first five (5) numbers, and Megaball number

- Three (3) of first five (5) numbers, and no Megaball number
- Two (2) of first five (5) numbers, and Megaball number
- Two (2) of first five (5) numbers, and no Megaball number
- One (1) of first five (5) numbers, and Megaball number

(b) Only the highest prize won per game play will be paid.

(c) The formula for determining the top prize and shares of the top prize shall be as follows:

- Top Prize Pool = ((TPPP- + C) - AB – CD
- Where: TPPP = Top Prize Pool Percentage equal to P x 43.14%
- LTPP = Low Tier Prize Pool equal to P x 56.86%
- AB = Agent Bonus of 1% of the annuitized value of any single winning jackpot ticket, but not to exceed a maximum of $75,000 from Tri-State per winning ticket and 1% of the second tier prize of $30,000 per winning ticket.
- P = Prize Pool (50% of Gross Non-canceled Sales for Drawing Involved).
- C = Carryover Top Prize Pool (if any) from preceding drawing.
- CD = Commission Directed reallocation of Prize Pool for prize reserves.

(d) A "share" of the top prize is determined by dividing the Top Prize Pool by the number of Top Prize Winners. Unclaimed shares, after one year, revert to the Expired Unclaimed Prize Account. Holders of each "share" will receive annual payments as determined by the Commission. The amount of each annual payment will be the amount payable as determined by an annuity, or securities purchased at the time with the amount of the "share," less applicable tax withholdings. If the Cash Option was selected, the "share" shall be paid in one present cash value payment, less applicable tax withholdings. A cash winner shall not be entitled to any additional prize payments.

(e) The excess value of all low tier prizes for a drawing that is higher or less than the expected Low Tier Prize Pool shall be added to/deducted from the Megabucks® Low Tier Contingency (MPLTC) Account.

(f) In circumstances where the low tier prize payout exceeds available dollars in the low tier prize pool, the Megabucks® Low Tier Contingency Account and 50% of the Prize Reserve Account combined, the set prizes shall be paid on a pari-mutuel basis.

(g) At the end of a fiscal year the Commission shall determine the method to zero balance any shortage in the MPLTC which may include the transfer of available funds from the Prize Reserve Account and/or the expired unclaimed prizes. If the MPLTC account has a positive balance at the end of a fiscal year, the Commission shall determine whether or not to disburse the excess balance and the method of disbursement

RULE NO. 5 – PRIZE STRUCTURE

(a) The prize structure of Tri-State Megabucks® shall not exceed fifty (50) percent of the total amount for which tickets have been sold and shall consist of a prize pool including:

1. Prizes paid or committed to winners.
2. Prizes which are unclaimed for a period of 366 days (see Rule 11 (g)) after the drawing date in which the prize was won and voted by the Commission to be included in a designated drawing or promotion.
3. Agent bonuses will be 1% of the annuitized value of any single winning jackpot ticket, but not to exceed a maximum of $75,000 per winning ticket and 1% of the second-tier prize of $30,000 per winning ticket.
4. Special prizes or bonuses as specified by the Commission to maintain public interest in the game.

(b) The Commission shall determine the distribution of the prize pool and shall announce the prize structure in appropriate directives.

(c) In the case of an unclaimed jackpot ticket(s), upon the expiration of 366 days (see Rule 5 (E)) after the drawing date in which the prize was won, the prize shall revert to the expired unclaimed prize pool.

(d) At least once a year, the Commission shall be required, no later than September 14, to make a decision as to the disbursement of expired unclaimed prize money.

(e) All prizes must be claimed as directed within 366 calendar days of the drawing in which the prize was won. For purposes of determining the claim period, the first (draw) day shall be excluded, and the last day included. In the event the last day falls on a Saturday, a Sunday, or a legal holiday, the time to claim shall be extended to close of business on the next day thereafter when Lottery offices are open for business. Any prize not claimed within the specified period shall be forfeited.

(f) The minimum annuitized value for a Megabucks® top prize pool for draw number one (1) shall be no less than $500,000. For each subsequent draw, the minimum annuitized value of the Megabucks® top prize pool shall be incremented no less than $25,000, until such time the top prize pool is self-funded, as determined by the Commission. The cash value for a Megabucks® top prize pool shall be the cash value of the advertised annuity value until funded, then the actual cash on hand. The Jackpot Prize cash value is net of agent bonus.

(g) In the event of a winning ticket(s) for a draw prior to the first self-funded top prize pool, if there are insufficient funds to fund the minimum top prize pool, the Tri-State Business office shall transfer funds from the Tri-State contingency account(s) necessary to fund the minimum value for the top prize pool established for the winning draw number.

(h) An amount not greater than 5 percent of the value of the gross, non-cancelled sales for each drawing shall be deducted from the top prize pool and placed in trust in a prize reserve account to be used for future Megabucks® prizes won in excess of a drawing's expected low tier prize amount, or, to fund any guaranteed minimum jackpot. The amount deducted shall be determined by the Finance Committee up to the percentage defined in this paragraph. Additional amounts in excess of the amount described in this paragraph may be deducted from the top prize pool and added to the prize reserve as directed by the Commission. The Commission shall establish a maximum

balance for the Prize Reserve Account (PRA). Once the Prize Reserve Account exceeds the designated amount, the excess shall become part of the Top Prize pool. The Commission may determine to expend all or a portion of the funds in the account for the payment of prizes or special prizes in the game. Any amount remaining in a Prize Reserve Account at the end of this game shall be carried forward to a replacement game Prize Reserve Account or expended in a manner as directed by the Commission and in accordance with state law.

RULE NO. 6 – DRAWINGS

(a) Drawings shall be conducted in such manner, with such frequency, and at such times and places as the Commission may determine, and shall be announced to the public.

RULE NO. 7 – PRICE

(a) Game plays shall sell for the amount determined by the Commission, who shall make a public announcement of the same. Game plays and ticket(s) may be purchased only through licensed agents.

RULE NO. 8 – TICKET(S) RESPONSIBILITY

(a) With respect to physical tickets, until such time as a signature is placed upon the back portion of a ticket(s) in the area designated therefore, the ticket(s) shall be owned by the physical possessor thereof. When a signature is placed on the back of said ticket(s) in the place designated therefore, the person whose signature appears in such area shall be the owner of said ticket(s) and shall be entitled (subject to the validation requirements of Rule 9) to any prize attributable thereto. The Lottery shall not be responsible for lost, damaged or stolen ticket(s) prior to validation.

(b) With respect to iLottery tickets, tickets shall be deemed to be owned by the registered player who purchased the ticket on the iLottery platform.

RULE NO. 9 – TICKET(S) VALIDATION REQUIREMENTS

(a) To be a valid ticket(s) and eligible to receive a prize, all the following requirements must be satisfied:

1. The ticket(s) must have been issued by a Party Lottery through a licensed agent, via a terminal, in an authorized manner. Physical ticket(s) must be intact and must not be mutilated, altered, reconstructed, or tampered with in any manner. Virtual tickets must have been purchased in a manner consistent with all iLottery terms and conditions and shall be governed by all regulations and rules applicable to the iLottery platform within each individual Party State.
2. The ticket(s) data must have been recorded in the central computer system before the draw break and at least five (5) minutes prior to the scheduled drawing; even if it appears that a bet is accepted, any bet not meeting the criteria in this section is void;
3. The information appearing on the ticket(s) must correspond precisely with the party Lottery's computer record;

4. The applicable 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(s). When applicable, for physical tickets, the ticket(s) stock sequential number on the back of the ticket(s) must correspond to the party Lottery's inventory records;
5. Physical ticket(s) 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(s) must correspond to the party Lottery's records of winning ticket(s), and another ticket(s) with identical data shall not have been paid;
7. Physical ticket(s) must be intact, fully legible, complete and not miscut, correspond to the art work on file at the party Lottery in every respect;
8. The ticket(s) must pass all other security criteria determined by the Commission;
9. The ticket(s) must be validated in accordance with the provisions of these rules relating to the procedures for claiming prizes and for the payment thereof; and
10. An apparent winning physical ticket(s) shall be void unless the ticket(s) is printed on a paper stock roll which was in use at the time of the bet by, and validly issued to, the agent from whom the ticket(s) was purchased.
11. Ticket cancelations through iLottery will be handled according to each participating Party's iLottery rules.

(b) In the event that a ticket(s) fails to pass all the criteria as set forth in this rule, the ticket(s) 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 director of the selling lottery shall be final and binding. If the director determines that the ticket(s) is not eligible to receive a prize, then the director or the director's designee may, at the director's or the director's designee'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.

RULE NO. 10 – CANCELLATION OF DRAWINGS

The Lottery has the right to cancel drawings and/or sales of ticket(s) on holidays, days of special importance, or on days when conditions make conducting the game impractical or inappropriate. The Lottery is authorized to conduct drawings and make-up drawings at times, dates, and pursuant to methods determined by the Lottery.

RULE NO. 11 – PRIZE PAYMENTS AND CERTIFICATION OF WINNERS

(a) Payment of prizes and claims processes shall be performed consistent with the established policies, procedures, rules and regulations of the individual Party State. Prizes are validated and paid in the state in which the ticket is purchased.

(b) In the case of a holder(s) of a top prize winning ticket, the player(s) must claim this prize at the office of the Party Lottery in which the ticket was purchased or according to the policies,

procedures, rules and regulations of each individual Party State. The claimant(s) shall complete and sign a claim form, and mail or submit it with the ticket. The Party Lottery shall validate or verify the ticket. Upon validation or verification, the claimant(s) shall receive a copy of the claim form acknowledging receipt of the claim. Upon receipt of the claim form and the ticket, the Party Lottery shall activate a five (5) working day processing period. During the five-day processing period, the claimant(s) may add or substitute other persons as co-holders or trustees. This request must be in the form of a written, notarized request from the original holder(s) to the Party Lottery where the ticket was validated. After the five (5) day processing period has been completed, the Party Lottery shall release or mail the prize payment to the ticket holder(s) and/or any co-holders or trustees designated as applicable. The claimant(s) of the ticket must indicate whether the payment(s) will be in the form of cash or annuity but cannot select to be paid a combination of cash and annuity.

(c) Annuity Clause. All jackpot liabilities shall be funded by means of annuities or treasury strips using a graduated thirty year payment schedule:

1. The jackpot prize shall be paid, at the election of the claimant no later than 60 calendar days after the claimant becomes entitled to the prize, with either a per winner annuity or cash payment.
2. Prize entitlement is defined as the day the claimant files an initial claim with the Party Lottery which sold the winning ticket.
3. If the payment election is not made by the claimant within 60 calendar days after the claimant becomes entitled to the prize, then the prize shall be paid as an annuity prize.
4. The election to receive the cash payment may be made at the time of the prize claim or within 60 calendar days after the claimant becomes entitled to the prize.
5. The claimant of the top prize shall complete and sign the payment election form at the time of final election, and within 60 calendar days after the claimant becomes entitled to the prize. The claimant must designate the form of payment either annuity or cash.
6. An election made after the claimant becomes entitled to the prize is final and cannot be revoked, withdrawn or otherwise changed.
7. The minimum annuity payment over thirty years to any person is $7,500. In the event of multiple prize winners, should any thirty-year prize fail to pay a minimum of $7,500 per annum, the Tri-State Lotto Commission shall pay the winner(s) a lump sum payment. The payment will be made from available cash in the top prize pool. The payment will not be doubled to approximate the publicized annuity estimate.
8. The first payment shall be made in cash and all payments, regardless of amount, shall be made less that portion payable to the Federal Government for withholding tax purposes. The central business office of the Tri-State Commission may withhold applicable state tax and/or other state withholdings allowed by the Party Lottery's state law.

(d) Cash Clause. If one or more of the top prize winners chose the cash option, then the Top Prize Pool shall equal the cash available in the jackpot pool. If more than one top prize winner, the cash available in the jackpot pool will be shared equally. Rule 4(D) shall determine each share of the top prize.

(e) The following shall be supplied by the claimant on the claim form, or must be verified through an

iLottery account:

1. Name
2. Address
3. Telephone number
4. Social Security number
5. Date of Birth
6. For physical tickets, claimant signature and date signed

(f) For top prize claims, players must complete a physical claims form containing the information in paragraph (e) regardless of whether they are claiming a prize on a physical or iLottery ticket.

(g) Claims submitted to the Commission shall be subject to validation or verification.

(h) All prizes shall be claimed within 366 days after the drawing date in which the prize was won. Any prize not claimed within 366 days (see Rule 5 (E)) shall be forfeited.

RULE NO. 12 – LICENSING OF TRI-STATE LOTTO AGENTS

(a) A license to sell Tri-State Lotto tickets shall not be issued to any person for the purpose of engaging in business exclusively as a lottery agent.

(b) A person interested in becoming a Tri-State Lotto sales agent must complete and sign an application and/or agreement as required by the Party Lottery in which licensing will occur.

(c) Authority to issue, suspend or revoke licenses under this rule is vested in the director of the Party Lottery where the agent is licensed.

(d) Before issuing such license, the Director shall consider but is not limited to the following factors:

1. The financial responsibility and security of the business or activity in which the person is engaged;
2. The accessibility of the place of business to the public;
3. The sufficiency of existing licenses to serve public convenience for the purchase of lottery tickets;
4. Whether the place of business or activity is predominantly frequented by persons under the age of eighteen years; and
5. Volume of expected sales.

(e) These provisions shall not apply to entities authorized by a Party Lottery to supply an iLottery platform for use through a mobile application or over the internet.

RULE NO. 13 – SUSPENSION AND REVOCATION OF LICENSES

(a) A. The Director of each party Lottery may suspend or revoke after notice and hearing, any license issued pursuant the Party Lottery's state law. The license may, however, be temporarily suspended by the Director without prior notice, pending any prosecution, investigation or hearing. A license may be suspended or revoked for just cause, including one or more of the following reasons:

1. Failure to account for tickets received or the proceeds of the sale of tickets or to file a bond if required by the Commission or to comply with instructions of the Commission concerning the licensed activity;
2. Conviction of any criminal offense;
3. Failure to file any return or report, to keep records, or to pay any tax;
4. Engaging in fraud, deceit, misrepresentation or conduct prejudicial to public confidence;
5. Insufficiency of the number of tickets sold by the sales agent; and
6. A material change, since issuance of the license, with respect to any of the matters required to be considered by the director under Rule 12 (D)

(b) Any suspension or revocation of a state license shall automatically result in suspension of the Tri-State products.

(c) A party state license suspension or revocation under this section may be appealed by the agent. The appeal shall be directed to the individual party state, whose decision shall be final.

RULE NO. 14 – SALE BY PARTY STATES DIRECTLY

(a) Any Party Lottery may sell Tri-State Megabucks® tickets at any selling point it establishes in its own state or on state-owned land in other states.

RULE NO. 15 – TRI-STATE MEGABUCKS PRIZE DRAWINGS

(a) At least once each week, the Commission shall hold a live drawing of the winning lotto numbers in a location to be determined by the Commission. Drawings shall be open to the public and be open to representatives of the various media.

(b) Open mechanical devices in full view of the public shall be employed to determine winning numbers. In the event the Commission uses a Random Number Generator (RNG) to select the winning numbers, the process of selecting the winning numbers and the screen that displays the winning numbers must be visible to the public.

RULE NO. 16 – SEVERABILITY OF PROVISIONS

(a) The provisions of any rules or regulations contained herein are severable. If any provision of a rule or regulation is invalid, or if any application thereof to any person or circumstance is invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application.

RULE NO. 17 – EXECUTIVE SESSION

(a) All meetings of the Commission shall be open to the public. The Commission may go into executive session only upon a unanimous vote of its members. The authority to enter into an executive session shall be governed by the statutes of the Party Lottery hosting the meeting of the Commission.

RULE NO. 18 – LEGAL REPRESENTATION OF THE TRI-STATE LOTTO COMPACT

(a) The Tri-State Lotto Compact shall be represented by the Attorney General of the Party Lottery in which any lawsuit is filed against the Commission.

RULE NO. 19 - AGENTS

(a) All agents agree to abide by these rules and regulations as well as the published or established procedures for the game(s). Agents understand and agree that their license to sell tickets can be suspended or terminated by the Party Lottery if they violate these rules or the procedures for the conduct of the game(s). Agents understand and agree that the Party Lottery has the right to establish minimum sales levels which must be met in order for the agents to maintain their license to sell tickets.

RULE NO. 20 – PLAYERS

(a) Players understand and agree that by purchasing a ticket or subscription, they shall abide by state law and regulations of the Party Lottery and, if applicable, the Tri-State Lotto Commission®.

RULE NO. 21 – UNACCEPTED BETS

(a) If for any reason the player's bet is not accepted, the liability of the Party Lottery and its agent is limited to a refund of the amount wagered.

RULE NO. 22 – SALE OF TICKET(S)

(a) All ticket(s) sales must be made through an authorized terminal as defined by these rules, the Party Lottery or the compact.

RULE NO. 23 – COLLECTION AND DISPOSITION OF REVENUE

(a) An agent is entitled to the same commission for Megabucks® ticket sales as is paid for their Tri-State draw ticket sales.

RULE NO. 24 – RETAILERS' CONDUCT, BULK PURCHASE RESTRICTIONS

(a) An agent authorized to sell tickets for draw games, or an employee of an agent, may not request, demand, or accept gratuities or additional compensation from any person, or agent thereof, in exchange for the purchase of Megabucks® tickets. The conduct and payment of any iLottery retailer shall be governed by each Party Lottery's contract with their authorized iLottery platform supplier and the applicable rules, regulations and laws in the Party State.

(b) An agent authorized to sell tickets for draw games must make Megabucks® tickets available for sale to the public during the hours that sale of Megabucks® tickets are authorized to be sold while that agent's business is open to the public.

(c) An agent authorized to sell tickets for draw games may only sell Megabucks® tickets on the premises described in the agent's contract, except as specially authorized in writing by the director of a Party Lottery. A transaction, or any part thereof, for Megabucks® tickets may not be made at the general corporate office of any agent unless that office is open to the public and has contracted with a Party Lottery as a separate agent.

(d) An agent authorized to sell tickets for draw games may not enter into any special agreement with any person, group or persons, or agent thereof, for the purchase of over $5,000 of Megabucks® tickets for any one draw. Controls on the number of virtual tickets will be governed by the Party Lottery's iLottery platform's agreed upon sales and/or deposit limits.

(e) An agent authorized to sell tickets for draw games must immediately report to a Party Lottery any attempt made by one person, or group of persons, or an agent thereof, to purchase more than 50% of the number combinations for Megabucks® for any one draw.

(f) An agent authorized to sell tickets for draw games must obtain the name and address of any person purchasing more than $5,000 in Megabucks® tickets for any one draw and report the information to the Party Lottery where the intended sales would occur before the sale.

(g) A member of any Party Lottery shall not directly and knowingly sell a ticket subscription or combination of ticket subscriptions to any person or entity which would guarantee the purchaser to win the jackpot.

(h) An offer to buy and an offer to sell a Lottery ticket in a Tri-State draw game shall be made only at a location or only by a method which is licensed, certified, or contracted by the Party Lottery.

(i) Plays may be entered manually using the Lottery terminal keypad or touch screen, by means of a pre-printed play slip provided by the Party Lottery, or by completion of a virtual play slip or scannable code generated by an authorized iLottery internet or mobile platform. Facsimiles of play slips, copies of play slips, or other materials which are inserted into the terminal's scanner and which are not printed or approved by the Party Lottery shall not be used to enter a play. No device shall be connected to a Lottery terminal to enter plays, except as may be approved by a Party Lottery. (Unapproved play slips or other devices may be seized by the Party Lottery. Plays generated using an unapproved play slip or device may be deemed void at the sole discretion of the Commission).

(j) For physical tickets, all plays made in the game shall be marked on the play slip by hand. A machine-printed Play Slip shall not be used to enter plays, other than Party Lottery approved scannable codes that function as a play slip. Machine printed play slips may be seized by a Party Lottery.

(k) All Lottery agents, who sell Tri-State Megabucks® tickets, must service all customers in a timely manner. This means that one person or one group of persons may not purchase 5,000 or more consecutive physical tickets at one time.

(l) A Party Lottery's gaming system provider will develop and implement a protocol to monitor the gaming system of its party lottery for any buyout attempts. The protocol must include a notification method to its Party Lottery.

RULE NO. 25 – SUBSCRIPTIONS

(a) A Party Lottery may offer the sale of Megabucks through a Subscription program that does not exceed 365 days, pursuant to the authority granted to each Party Lottery in their respective state.