

EFFECTIVE: October 19, 2014

OFFICIAL GAME RULES MONOPOLY™ MILLIONAIRES' CLUB™

(5 out of 52 & 1 out of 28)

The New Jersey Division of State Lottery ("Lottery") and the Multi-State Lottery Association ("MUSL") have executed a National Premium Game Consortium Agreement ("Agreement") whereby Lottery will offer MONOPOLY Millionaires' Club pursuant to the terms of that Agreement, a License, Goods, and Services Agreement between MUSL and MDI Entertainment, LLC, and Scientific Games International, Inc. ("SGI Agreement"), and these Official Game Rules.

The following rules have been adopted by the New Jersey State Lottery Commission pursuant to the authorization contained in <u>N.J.S.A.</u> 5:9-7 and shall govern the operation of the "MONOPOLY Millionaires' Club" lottery game. The rules are as follows:

a. **DEFINITIONS**

Annuity Option – means the option to have the MONOPOLY Millionaires' Club Top Prize (Prize Level 1) paid in annual installments.

Annuitant – means the person(s) or Entity who receives the benefits of an annuity resulting from a Top Prize Winning Ticket (Prize Level 1) for the MONOPOLY Millionaires' Club prize paid under the Annuity Option.

Cash Option – means the manner in which the Top Prize (Prize Level 1) will be paid in a lump sum cash payment. If the Cash Option is selected at the time of purchase, the selection is irrevocable, and the Player or Claimant may not change his or her mind.

Cash Value – means the amount of the one-time lump sum payment under the Cash Option for the Top Prize (Prize Level 1).

Claimant - means any person or Entity submitting a claim form to collect a Prize for an Official MONOPOLY Millionaires' Club Ticket within the applicable Claim Limitation Period. A Claimant may be the Purchaser, the person or Entity named on a signed Official MONOPOLY Millionaires' Club Ticket, the bearer of an unsigned Official MONOPOLY Millionaires' Club Ticket, or any other person or Entity who may seek entitlement to a MONOPOLY Millionaires' Club Prize payment in accordance with these MONOPOLY Millionaires' Club Rules.

Claim Limitation Period or Expiration Period - means the requirement that a Winning Ticket Prize must be claimed within one (1) year of the valid Drawing date for which it was purchased. One (1) year means the anniversary date of the Drawing unless the draw date is February 29th in which case the anniversary date is considered to be March 1st. All claims submitted beyond the one (1) year period are not eligible for Prize awards. Prizes that are not claimed within the Claim Limitation Period are known as Unclaimed or Expired Prizes.

Computer Pick or Quick Pick – means a game feature that allows the Player to have the gaming system randomly select MONOPOLY Millionaires' Club numbers for Matrix A only. The number for Matrix B is automatically randomly selected via a Computer Pick.

Director - means the Executive Director of the New Jersey Lottery.

Directors – shall mean the chief officers of the Lotteries participating in this Product Group or any other persons to whom the respective Director's authority is lawfully delegated.

Draw or Drawing - means the formal process of randomly selecting the Winning Numbers that determine the number of winners for each prize level of the game.

Entity – Any Claimant other than a natural person who claims a Prize.

Game – means the game named in the title at the top of page 1 of these rules.

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 (Matrix A).

Lottery - means the New Jersey Division of State Lottery.

Lotteries – shall refer to the Lotteries participating in this Product Group.

Lottery Headquarters – means the building where Lottery operations are conducted. Address is One Lawrence Park Complex, Brunswick Avenue Circle, Lawrenceville, NJ 08648. Mailing address is PO Box 041, Trenton, NJ 08625-0041.

Matrix A – Contains a pool of numbers from one (1) to fifty-two (52). The Player may select the numbers for Matrix A or may choose Computer Pick.

Matrix B – An automatic Computer Pick that contains a pool of numbers from one (1) to twenty-eight (28) representing numbered MONOPOLY Properties.

Millionaires' Club Number – a unique non-repeating transactional number or code associated with each Play that is on the face of the Ticket. The Millionaires' Club Number represents the Player's automatic

entry for a chance to win the Millionaires' Club Prize (Prize Level 11) should a Millionaires' Club Prize Drawing occur pursuant to Section 6 of these Official Game Rules.

MONOPOLY Millionaires' Club TV game show – A second chance prize component in development by the Product Group. All rules associated with the show will be added as an addendum to these official game rules.

Millionaires' Club Prize (Prize Level 11) – A single payment prize with a value of one million dollars (\$1,000,000) drawn independently from the MONOPOLY Millionaires' Club prizes (Prize Levels 1 – 10). A Millionaires' Club Prize drawing occurs only when a MONOPOLY Millionaires' Club Top Prize (Prize Level 1) is won. The Millionaires' Club Prize is won by matching the Millionaires' Club number to the Winning Millionaires' Club Prize Play.

MONOPOLY Game Board Property – means the associated Monopoly Game Board property that appears on each MONOPOLY Millionaires' Club ticket and corresponds to a number one (1) through twenty-eight (28) from Matrix B.

MONOPOLY Millionaires' Sales Cut-off - means the time after which Lottery Plays will not be accepted for that Drawing. The Sales Cut-Off is every Friday at approximately 10:15 PM Eastern Time.

Multi-Draw - means a Game feature which allows a Player to select Plays for future drawings. This game does not support Multi-Draw Plays.

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.

Non Traditional Plays – includes subscriptions, internet sales or non-standard terminals.

Official Game Rules – means these rules.

Pari-Mutuel – means the Prize Pool is divided by the number of Winning Tickets for a Prize Level.

Play or Wager – means the six (6) numbers, the first five (5) from a matrix of fifty-two (52) numbers (Matrix A) and the last one (1) from a matrix of twenty-eight (28) numbered MONOPOLY Properties (Matrix B), that appear on a ticket as a single numbered selection and are to be played by a Player in the game. Each Play or Wager also includes a Millionaires' Club Number and Webcode. Each Play or Wager costs \$5.00.

Play Slip/Bet Slip - means the authorized paper form issued by the New Jersey Lottery used to mark a Player's numbered selections. The Play Slip/Bet Slip is to select numbers for Matrix A only. The number for Matrix B is randomly selected by Computer Pick.

Plays per Ticket - A MONOPOLY Millionaires' Club Ticket shall have one (1) Play per Ticket.

Pre-Selection - means that the Purchaser or Player must select at the time of purchasing the Ticket between either receiving the Top Prize (Prize Level 1) in annuity installments (Annuity Option) or receiving

the Prize in a lump sum cash payment (Cash Option). If the Cash Option is selected, the selection is irrevocable, and the Player may not change his or her mind. If the Annuity Option is selected, the Player may nonetheless select the Cash Option at the time of claiming a Prize as outlined in Section 2(i) of the Official Game Rules.

Prize or Prizes - means the winnings as defined in Section 6 of these Official Game Rules.

Prize Pool or Fund – means that portion of the MONOPOLY Millionaires' Club gross sales set aside for the payment of prizes.

Prize Level – The Prizes as defined in Section 6 of these Official Game Rules.

Prizewinner - means a Player who holds a Winning Ticket.

Prize Reserve Account (PRA) – means an account established for the MONOPOLY Millionaires' Club game used to guarantee payment of the minimum or starting Top Prize (Prize Level 1), Millionaires' Club Prizes (Prize Level 11) and to fund deficiencies in set prize payments (Prize Levels 2-10).

Product Group – means the group of Lotteries that has joined together to offer the MONOPOLY Millionaires' Club game pursuant to the terms of the Multi State Lottery Agreement and these rules.

Purchaser or Player- means a person who is at least eighteen (18) years of age and purchases a MONOPOLY Millionaires' Club Ticket within New Jersey in accordance with these Official Game Rules and New Jersey laws and regulations.

Retailer or Agent- means the person who has been licensed and authorized by the New Jersey Lottery to sell lottery Tickets pursuant to the State Lottery Law, N.J.S.A. 5:9-1 et seq., and the Rules of the New Jersey Lottery Commission.

Selling Lottery – means the Lottery which sold a subject play in the game.

Set Prize or Low Tier prizes (Prize Levels 2 - 10) – Except as otherwise specified in these rules, means all prizes, except the Top Prize (Prize Level 1) and Millionaires' Club Prizes (Prize Level 11), 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.

Subscription - Means an extended, Multi-Draw purchase option wherein the same set(s) of numbers may be placed for a specified number of consecutive draws effective on a future prescribed date.

Terminal - means a device that is authorized by the Lottery to function in an interactive mode with the Lottery's central computer system for the purposes of issuing lottery tickets and entering, receiving and processing Lottery transactions including making purchases (issuing Tickets), validating Tickets and transmitting reports.

Ticket or Game Ticket - means an official MONOPOLY Millionaires' Club Ticket, produced on official paper stock by a retailer in an authorized manner, bearing Player or computer selected numbers, a Millionaires' Club Number, Webcode, Game name, Drawing date, amount of Wager, and validation data or a properly

and validly registered Non-Traditional play. MONOPOLY Millionaires' Club Tickets cannot be cancelled. References in these rules to "tickets" include "Non-Traditional plays" unless otherwise indicated.

Top Prize (Prize Level 1) – 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. Top Prize (Prize Level 1) starts at \$15 million annuitized and increases in the following increments if no Top Prizewinners (Prize Level 1): \$15 million, \$18 million, \$21 million, and \$25 million. Twenty-five Million dollars (\$25 million) is the maximum Top Prize. When \$25 million is reached all additions to the Prize Pool for Prize Level 1 funds additional Millionaires' Club Prizes (Prize Level 1).

Unclaimed Prize or Expired Prize - means any Prize for a Winning Ticket that has not been presented for payment within the Claim Limitation Period.

Webcode – means the code on the face of the Ticket to be used for a chance to become a contestant on the MONOPOLY Millionaires' Club TV game show.

Winning Numbers - means the six (6) numbers, the first five (5) from a field of fifty-two (52) numbers (Matrix A) and the last one (1) from a matrix of twenty-eight (28) numbers (Matrix B) that also represent MONOPOLY properties randomly selected at each drawing which shall be used to determine winners.

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 (Prize Level 11). A secondary drawing to determine Millionaires' Club Prizes only occurs when a Top Prize (Prize Level 1) is won in a MONOPOLY Millionaires' Club drawing.

Winning Play(s) – means a Play or Plays that match the Winning Numbers pursuant to Section 6 of these rules.

Winning Ticket – means a Ticket that has passed all Lottery validation and security requirements and that contains the Winning Play. Each Winning Ticket must meet New Jersey Lottery validation requirements.

2. <u>GAME PLAY</u>

a. To play MONOPOLY Millionaires' Club, a Player shall select or have the Terminal randomly assign (Computer Pick or Quick Pick) five (5) different numbers, from one (1) through fifty-two (52) (Matrix A); the Terminal shall always computer pick one (1) additional number in the range from one (1) through twenty-eight (28) (Matrix B), 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 an associated MONOPOLY game board property. Each Play shall also have a unique non-repeating transactional number associated with that Play to be used in determining Millionaires' Club Prize winners, should a MONOPOLY Club Prize Millionaires' Club Prize drawing be held. All lottery Tickets issued for this Game shall be clearly identified with the name of the Game and the date or dates of the Drawing(s) for which they apply.

b. The price of a single play shall be \$5.00, except that the Director may establish a discount for promotional purposes from time to time.

c. MONOPOLY Millionaires' Club Tickets cannot be canceled, even when printed in error.

- d. Only when the Top Prize (Prize Level 1) has been won in a drawing, a second drawing will occur to select winners of Millionaires' Club Prizes (Prize Level 11). The amount of Millionaires' Club monies awarded in a Millionaires' Club Prize drawing shall be determined by the amount of monies available in the Top Prize (Prize Level 1) and Millionaires' Club Prize Pool (Prize Level 11) less amounts needed to fund the Top Prize (Prize Level 1), rounded down to the nearest one million dollars (\$1,000,000). A given play may win in the MONOPOLY Millionaires' Club drawing (Prize Level 1), the Millionaires' Club Prize drawing (Prize Level 1)) (if any) or both drawings.
- e. Except for the Top Prize (Prize Level 1), all prizes are paid on a single fixed payment basis.
- f. MONOPOLY Millionaires' Club Tickets will be sold only for the next scheduled drawing every day during the normal business hours of the Retailers authorized to sell said Tickets, or other means authorized by the Lottery. The sale period for any given MONOPOLY Millionaires' Club Lottery Drawing will terminate on the date of the Drawing at approximately 10:15 PM Eastern Time.
- g. It shall be the sole responsibility of the Purchaser to verify the accuracy and readability of the information printed on the MONOPOLY Millionaires' Club Ticket at time of purchase. After the Purchaser leaves a Retailer location, neither a Retailer nor the Lottery shall be liable for any errors in the accuracy and readability of a Ticket occurring for any reason.
- h. Plays for Matrix A shall be entered manually using the Lottery Terminal or by means of a Play Slip provided by the Lottery and hand-marked by the Purchaser or by such other means approved by the Selling Lottery. MONOPOLY Millionaires' Club Play Slips shall be available at no cost to the Purchaser. Play Slips shall have no pecuniary or Prize value, and shall not constitute evidence of purchase or number selections.
- i. The Purchaser must make a Pre-Selection at the time of the purchase from one of the following methods of Prize payment for the Top Prize (Prize Level 1) only:
 - <u>Cash Option</u> The Cash Option is paid in a one-time lump sum. Once the Cash Option is selected under this subparagraph, the selection is irrevocable, and the Player may not change his or her selection.
 - <u>Annuity Option</u> If a Player selects the Annuity Option at the time of purchase, the Player will have the option of changing the selection to the Cash Option at the time of Prize claim. Should the Player choose to change to the Cash Option, the Player must sign an irrevocable Prize payout election form stating that the Player understands that they are under no obligation to elect to take the lump sum Cash Option and may continue with the option to take the Prize as an annuity under the Annuity Option.

- j. The Party Lotteries reserve the right to change Matrix A and/or Matrix B. Any change in either Matrix shall be publicly announced by the Lottery in advance of the effective date.
- k. The attached addendum describes the rules for the MONOPOLY Millionaires' Club TV Game Show.
- I. Ineligible Players. A ticket or share for the MONOPOLY Millionaires' Club game may not be purchased or received, nor may a prize be won, by:
 - (a) any MUSL or Product Group Lottery employee, officer, or director;
 - (b) any contractor or consultant under agreement with the MUSL to review the MUSL audit and security procedures;
 - (c) any employee of an independent accounting firm under contract with MUSL to observe drawings or site operations who is actually assigned to the MUSL account and all partners, shareholders, or owners in the local office of the firm;
 - (d) Any officer, employee or Director of Hasbro, Inc.; or
 - (e) an immediate family member (parent, stepparent, child, stepchild, spouse, or sibling) of an individual described in subsections (a), (b), (c) and (d) and residing in the same household.
 - (f) Any Lottery officer or employee or any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of abode of any Lottery officer or employee.

3. DRAWINGS

- a. The Drawing to select the Winning Numbers shall be conducted weekly every Friday evening at MUSL Headquarters located in Urbandale, Iowa at approximately 11:15 PM Eastern Time. However, the day, time or location of MONOPOLY Millionaires' Club Drawings may be modified as determined by the Directors and publicly announced by the Product Group. All MONOPOLY Millionaires' Club Drawings will be open to the public and shall be witnessed by an Independent Certified Public Accounting Firm.
- b. MONOPOLY Millionaires' Club Drawings shall randomly generate, by random number generator, MONOPOLY Millionaires' Club and Millionaires' Club Winning Numbers, pursuant to the controls and methods defined by the Product Group in the Drawing Procedures.
- c. All Winning Numbers, even though announced, are subject to validation by the Lottery and or the Product Group, including, if necessary, review by the Director or Directors, whose decision shall be final. The Lottery shall not be liable for media misprints or incorrectly announced Winning Numbers.

4. CLAIMS AND VALIDATIONS

a. In accordance with N.J.A.C. 17:20-7.12, the Claimant of a Winning Ticket for MONOPOLY Millionaires' Club can take said Ticket to any Retailer for validation. If said Winning Ticket entitles the holder to a Prize of \$599.00 or less, that Prize may be paid by the Retailer upon presentation and validation of the Winning Ticket. If the Winning Ticket entitles the holder to a Prize that is more than \$599.00, then the Retailer shall validate the Winning Ticket, the Claimant and Retailer shall fill out a claim form provided by the Retailer and mail the completed claim form, validated Ticket, and validation receipt to Lottery Headquarters in the claim form mailer envelope. Once a Winning Ticket and claim form are received at Lottery Headquarters and validated, it will be considered "claimed" and will not be returned to the

winner, but will be retained by the Lottery and the payment will be processed. The Winner should retain a copy of the claim form and the Ticket prior to mailing to Lottery Headquarters. The Claimant should sign the back of the Ticket.

- b. **Cashed or Claimed Tickets cannot be returned to the Player.** Players are advised to either make a copy of the Ticket or enter the Webcode prior to claiming a Prize.
- c. Claimant of a Winning Ticket must provide proof of age and other information consistent with N.J.A.C. 17:20-7.1.
- d. The Ticket must have been issued by an authorized Retailer on official paper stock of the Lottery or a properly and validly registered Non-Traditional play.
- e. The Winning Ticket or Non-Traditional Play must have been recorded on the central computer system prior to the Drawing and must match exactly with the official file of Winning Tickets and must not have been previously paid. In the event of a contradiction between information as printed on the Ticket and as accepted by the Lottery computer, the Wager accepted by the Lottery computer system shall be the valid Wager.
- f. Tickets are void if:
 - i) Stolen, unissued, unreadable, mutilated, altered, reconstituted, counterfeit in whole or in part, miscut, multiply-printed, defective, tampered with, printed or produced in error, or blank or partially blank.
 - ii) Printing is irregular.
 - iii) Apparent or asserted symbols are not confirmed by validation number.
 - iv) The Ticket fails any of the Lottery's other validation tests.
- g. A MONOPOLY Millionaires' Club Ticket or validly registered Non-Traditional Play matching all Game play, serial number, and other validation data recorded in the Lottery's gaming system computer shall be the only valid proof of a Wager placed and the only valid receipt for claiming or redeeming any Prize. Non-Traditional Plays must be registered with the Lottery in accordance with all rules and regulations and the person(s) registering the Play shall be the owner of the Non-Traditional Play.
- h. All claims arising out of MONOPOLY Millionaires' Club Tickets must be pursued only against the State of Ticket purchase, and litigation, if any, shall only be maintained against the Party Lottery of the State of Ticket purchase and within the State of purchase as the sole and exclusive remedy of Claimant.
- i. All Prizes in excess of \$5,000.00 will be subject to federal withholding tax at the prevailing federal tax rate. All Prizes in excess of \$10,000.00 will also be subject to New Jersey gross income tax withholding at the prevailing tax rate. In addition, all Prizes may be subject to garnishment per N.J.S.A. 5:9-13.5, 13.14, and 13.17 in accordance with the procedures in N.J.A.C. 17:42-1.1 et seq. and N.J.A.C. 17:43-1.1 et seq.
- j. The Claim Limitation period for MONOPOLY Millionaires' Club Prizes is one (1) year from the date of the Drawing. All persons holding Winning Tickets must file for a Prize within one (1) year after the date of

the Drawing. One (1) year means the anniversary of the date of the draw unless the draw date is February 29th in which case the anniversary is considered to be March 1st. All Winning Tickets submitted beyond the one-year period are not eligible for Prize awards. For Tickets claimed and scanned at an authorized New Jersey Lottery Retailer within the Claim Limitation period and then sent to Lottery Headquarters for validation, said Ticket must be received at the headquarters' office by the close of business on the thirtieth (30th) day after the expiration of the official claim period in order to be paid.

k. Publicity for Prize Payments. By claiming a Prize, the Claimant of a Winning Ticket shall be deemed to consent to the use of his or her name and image for the purposes of publicizing the award of a lottery Prize to assure the public that the MONOPOLY Millionaires' Club Game is operated in accordance with these Official Game Rules and that MONOPOLY Millionaires' Club Prizes are awarded as required by these Official Game Rules. For such purposes, the Lottery may require a Prizewinner to appear at and participate in a news conference or other promotional event. The Lottery additionally may publicize the award of a Lottery Prize won in "social media", which may include, but not limited to YouTube©, Twitter©, Facebook©, or similar efforts, without additional consent or compensation to the Prizewinner. A Prize claim may be denied if the Claimant refuses to cooperate with the publicity requirements of this paragraph.

5. LIABILITY OF THE LOTTERY

- a. The liability of the Lottery for Tickets printed or produced in error or for defective Tickets shall be limited to the replacement of the defective Ticket with another un-played Ticket or reimbursement of the holder at the retail sale price of the Ticket.
- b. All winners, Claims, Tickets, and transactions are subject to New Jersey State Lottery rules and regulations, and New Jersey State Law. All Prize awards are subject to claim procedures, validation tests, and other applicable requirements of the Lottery.
- c. If the MONOPOLY Millionaires' Club Game is no longer offered in New Jersey, any amount remaining in the Prize Pool or any reserve accounts, or due to the New Jersey Lottery for unclaimed prizes at the end of the New Jersey Lottery's participation period in the Game shall be carried forward to a replacement game or used in a manner as permitted by New Jersey law.
- d. Except as herein provided, all rules and regulations of the Lottery shall govern the operation of the MONOPOLY Millionaires' Club Game. All determinations of Winning Tickets shall be made by the Director whose judgment shall be final.

6. PRIZE STRUCTURE & PRIZE LIABILITY LIMITATION

- a. **Prize Pool or Fund**. The Prize Fund for the aggregate of all Prize Levels shall consist of 50% percent of the gross sales receipts for each Drawing.
 - b. **Expected Prize Payout Percentages and Prize Pool Funding.** The Top Prize (Prize Level 1) shall be determined on a pari-mutuel basis. The following table sets forth the probability of winning in 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 provided for in these rules, all other prizes awarded shall be paid as set prizes with the following expected prize payout percentages:

TABLE 1 WINNING PLAY ODDS AND PRIZE FUNDING							
PRIZE LEVEL	MATCHES MATRIX A	MATCHES MATRIX B	PRIZE	ODDS (1 IN)	% OF PRIZE POOL		
1	5	1	TOP PRIZE *	72,770,880.0000	64.4296%		
2	5	0	\$100,000	2,695,217.7778	1.4841%		
3	4	1	\$20,000	309,663.3191	2.5835%		
4	4	0	\$500	11,469.0118	1.7438%		
5	3	1	\$250	6,731.8113	1.4855%		
6	2	1	\$25	448.7874	2.2282%		
7	3	0	\$20	249.3263	3.2087%		
8	1	1	\$10	81.5977	4.9021%		
9	0	1	\$7	47.4405	5.9021%		
10	2	0	\$5	16.6218	12.0324%		
	100.00% **						
11	MILLIONAIRES' CLUB PRIZE		\$1 MILLION	Varies With Sales	***		
OVERALL WIN PROBILITY IS 1 IN 10.0025							

* See paragraph 6(c) below and Table 2

**See paragraph 6(a) above

***The Prize Level 1 and Prize Level 11 Millionaires' Club Prize Pool contributions are combined.

- c. Top Prize (Prize Level 1) starts at a guaranteed \$15 million (Annuitized) and increases in the following increments per draw if there are no Top Prize (Prize Level 1) Prizewinners: \$18 million, \$21 million, and \$25 million. Twenty-five Million dollars (\$25 million) is the maximum Top Prize. The Top Prize will remain at \$25 million until the Top Prize is won (See Table 2). When \$25 million is reached all additional Prize Pool funds for Prize Level 1 shall fund additional Millionaires' Club Prizes (Prize Level 11) of \$1 million each.
- d. The prize money allocated to the Top Prize (Prize Level 1) category shall be divided equally by the number of Plays winning the Top Prize (Pari-mutuel basis).
- e. The Cash Value of the Top Prize (Prize Level 1) shall be an amount equal to the guaranteed annuitized amount divided by the average annuity factor as determined by MUSL.
- f. Each time the Top Prize (Prize Level 1) is won, there will be an additional drawing for Millionaires' Club Prize (Prize Level 11), each prize is guaranteed at \$1 million each. If a Millionaires' Club Prize drawing will be held, the Millionaires' Club Prize drawing will take place following the MONOPOLY Millionaires' drawing.
- g. The amount of Millionaires' Club Prizes (Prize Level 11) to be awarded after a Top Prize (Prize Level 1) win shall be determined by the amount of monies available in the Prize Level 1 Prize Pool, less amounts needed to fund the Top Prize (Prize Level 1) rounded down to the nearest one million dollars (\$1,000,000), but shall, in no event, be less than ten (10) at the start of the

game and also following a Top Prize (Prize Level 1) win for all jurisdictions participating in the Monopoly Millionaires' Club game.

h. The number of Millionaires' Club Prizes (Prize Level 11) shall grow at a minimum of two (2) between drawings until the Top Prize (Prize Level 1) is won.

TABLE 2 Top Prize Amounts (Annuitized) (Prize Level 1)						
Draw 1	Draw 2	Draw 3	Draw 4			
Starting Top Prize			Maximum Top Prize			
\$15,000,000	\$18,000,000	\$21,000,000	\$25,000,000			
Minimum # of Millionaires' Club Prizes (Prize Level 11), Each Draw When Top Prize Won						
10	12	14	16			
After 4 th Draw without Top Prizewinner(s) all Prize Pool funds for Prize Level 1 shall fund additional						
Millionaires' Club Prizes.						

- Any monies not paid for Top Prizes (Prize Level 1) and Millionaires' Club prizes (Prize Level 11) in the Prize Level 1 Prize Pool following a drawing shall roll over and be added to the Prize Level 1 Prize Pool for the following drawing. The Set Prize pool (for prizes of one hundred thousand dollars (\$100,000.00) or less (Prize Levels 2 10) 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.
- j. 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:
 - The amount allocated to the Set Prizes (Prize Levels 2-10) and carried forward from previous draws, if any;
 - An amount from the Prize Reserve Account (PRA), if available, not to exceed twenty million dollars (\$20,000,000) per drawing.

If, after these sources are depleted, there are not sufficient funds to pay the Set Prizes awarded, then the highest Set Prize (Prize Level 2) shall become a pari-mutuel prize. If the amount of the highest Set Prize (Prize Level 2), when paid on a pari-mutuel basis, is less than or equal to the next highest Set Prize (Prize Level 3) and there are still not sufficient funds to pay the remaining Set Prizes awarded, then the next highest Set Prize (Prize Level 3) 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.

7. PRIZE PAYMENT

a. All annuitized prizes shall be paid to the Annuitant 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. 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 will be made on or about the anniversary date of the first payment.

- b. All Millionaires' Club Prizes (Prize Level 11) and Set Prizes (Prize Levels 2–10), shall be paid in a single disbursement without annuity or deferral.
- c. **Highest Prize Won**. In a single drawing, a Claimant may win in only one (1) Prize Level per single Play and shall be entitled only to the highest Prize Level for that Winning Play. The status of a Ticket as a Winning Ticket 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 (Prize Level 11).
- d. **Millionaires' Club Prize Winner.** Independent of a Ticket's status as a Winning Ticket due to a match with the Winning Numbers, each Ticket in a Draw is potentially a Winning Ticket of a Millionaires' Club Prize (Prize Level 11) if, on that Draw, Millionaires' Club Prizes are awarded. If a Ticket is a Winning Ticket under both drawings, the prize paid shall be the sum of both the Top Prize (Prize Level 1) or Set Prize (Levels 2-10) and the Millionaires' Club Prize (Prize Level 11).
- e. All payments shall be made to the winner, or his or her estate pursuant to New Jersey State Lottery rules and regulations, and New Jersey State Law.
- f. All prizes will be rounded down to the nearest dollar.
- g. Promotional prizes for MONOPOLY Millionaires' Club tickets may take place for a limited term at the discretion of the Director.

8. ANNUITY REQUIREMENTS AND RESTRICTIONS

a. **Minors.** Where a Claimant of a Prize is a minor who has not yet attained eighteen (18) years of age, such Prize will be payable to any bank to the credit of an adult member of the minor's family or a guardian of the minor, as custodian for such minor, under the New Jersey Uniform Transfers to Minors Act in accordance with N.J.S.A. 5:9-20. This provision does not permit the purchase of tickets by minors prohibited by N.J.S.A. 5:9-15.

b. Per N.J.S.A. 5:9-13h, a Prizewinner of a MONOPOLY Millionaires' Club annuity Prize shall not be permitted to assign any annual payments following the 28th annual payment.

c. Per N.J.A.C. 17:20-7.9(g), a fee of \$100.00 shall be charged by the Lottery to an assignor for processing each assignment. For each partial assignment, an additional fee of \$50.00 shall be charged to each assignor for each installment affected by said partial assignment. A processing fee of \$50.00 shall be charged to the assignor in connection with any change in the terms of any assignment pursuant to N.J.S.A. 5:9-13p.

d. Should the NJ Lottery purchase an annuity for a Top Prize winner (as opposed to MUSL), the Prizewinner shall have no recourse against the MUSL or any other Lottery for payment of that prize.

e. It shall be the Annuitant's responsibility to provide the Lottery any updated address information to which Prize installments will be mailed even if a full annual payment or multiple payments have been assigned to a third party

9. RETAILER REQUIREMENTS, COMMISSIONS AND BONUSES

a. <u>Electronic Fund Transfer (EFT)</u>. As per N.J.A.C. 17:20-6.3, all Retailers are required to have on deposit in their lottery bank account, no later than the close of their bank business day each Thursday, gross sales receipts less commission and cash Prizes paid out for the previous sales week ending Wednesday. In case of deficiencies in EFT, the Director may debit the Retailer's account \$25.00 per failure.

b. <u>Commissions.</u> Retailers will receive a commission equal to five percent **(5%)** of the gross sales dollars. In addition, all Retailers paying out cash Prizes up to \$599.00 shall receive a commission equal to **1.25%** of the money paid out in Prizes. On a temporary basis, the Director may from time to time raise the commission rates for promotional purposes.

c. <u>Bonuses</u>. The Retailer(s) selling a Top Prize Winning Ticket (Prize Level 1) shall receive a **\$30,000.00** bonus from the Lottery. The Retailer(s) selling a Millionaires' Club Prize Winning Ticket (Prize Level 11) shall receive a **\$10,000.00** bonus from the Lottery. The bonus shall be paid for each Top Prize (Prize Level 1) and Millionaires' Club Prize (Prize Level 11) winning Ticket sold. Bonuses paid shall not be confidential and are subject to the publicity requirements outlined in Section 4(j) of these Official Game Rules.

d. <u>Offsets</u>. Retailer commissions and bonuses may be offset, at the Director's discretion, against monies due from the Retailer to the Lottery. In such cases, if applicable, a net payment will be made to the Retailer. All data regarding Retailers' sales and compensation shall be kept confidential by the Lottery, except for income tax reporting required by law and bonuses per Section 9(c) above.

e. Retailers shall validate all MONOPOLY Millionaires' Club tickets for a period of one (1) year from the date of the drawing. Tickets redeemed by agents are to be destroyed and properly disposed. Failure to do so will expose the agent to liability for restitution.

f. 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 Lottery for credit. Tickets accepted by Retailers as returned tickets cannot be resold and shall be deemed owned by the holder thereof.