

53ER19-46 CASH4LIFE®.

(1) Definitions. The following words and phrases, when used in this rule, have the following meanings, unless the context clearly indicates otherwise:

(a) Annual Payment Option— A payment option for the CASH4LIFE® Top Prize and Second Prize in which the prize is paid in annual installments for the prizewinner’s Measuring Life.

(b) Cash Ball Number—The number selected from the field of numbers one through four, which is selected by the player or randomly generated using the Quick Pick option, which forms the last number of a Play. The Cash Ball Number may be the same number as one of the five numbers a player selects from the Player Number Sequence.

(c) Cash Option—A payment option for the CASH4LIFE Top Prize and Second Prize in which the prize is paid in a lump sum single payment.

(d) CASH4LIFE— CASH4LIFE is a multi-state lottery draw game (also known as an online lottery game) which is offered to players in Florida by the Florida Lottery via authorized Florida Lottery retailers.

(e) CASH4LIFE Drawing—The drawing conducted during which the CASH4LIFE Winning Numbers are selected.

(f) CASH4LIFE Regional Game Agreement—The agreement between the Party Lotteries which establishes the terms for selling the CASH4LIFE game in the Party Lotteries' jurisdictions.

(g) CASH4LIFE Winning Numbers—The six numbers, the first five of which are comprised of a Winning Number Sequence and the sixth of which is comprised of a Winning Cash Ball Number, that are randomly selected during each CASH4LIFE Drawing and certified by an Independent Certified Public Accounting Firm and that shall be used to determine Winning Plays contained on official CASH4LIFE tickets.

(h) Deferred Term - The portion of the prize that is paid in annual installments once the prizewinner exceeds the Guaranteed Term. The deferred annual payments will continue to be paid for the remainder of the prizewinner’s Measuring Life.

(i) Directors- The chief executive of any Party Lottery or any other person to whom the Director’s authority is lawfully delegated.

(j) Guaranteed Term—The portion of the prize in which the prizewinner is guaranteed annual payments for the first twenty years of the prizewinner’s Measuring Life.

(k) Liability Limit- A pre-established threshold, as determined and announced by the Party Lotteries before sales commence for a drawing to which the threshold applies, equal to a fixed percentage of the gross ticket sales receipts for a particular drawing (or such fixed percentage plus an additional reserve amount), according to the established procedures agreed to by the Party Lotteries.

(l) Measuring Life or Life—The period over which a Top Prize or Second Prize is paid out under the Annual Payment Option. Except as provided below, for each Top Prize winning Play or Second Prize winning Play, the Measuring Life shall be the natural life of the individual who the Florida Lottery determines to be a valid prizewinner. However, for a claim made by or on behalf of a trust, corporation or other legal entity, the Measuring Life shall be fixed at twenty years.

(m) Party Lottery or Lotteries—The group of state lotteries that joined together to offer the CASH4LIFE game under the terms of the CASH4LIFE Regional Game Agreement.

(n) Play—The six numbers imprinted on a CASH4LIFE ticket, prefixed by letters A through E, to be played by a player in CASH4LIFE. The six numbers are comprised of a Player Number Sequence and a Cash Ball Number.

(o) Player Number Sequence—A sequence of five numbers ranging from one through sixty, which are selected by the player or randomly generated using the Quick Pick option, that form the first five numbers of a CASH4LIFE Play.

(p) Second Prize—The CASH4LIFE prize awarded for matching the Player Number Sequence with the Winning Number Sequence.

(q) Set Prizes -A set amount award in the CASH4LIFE game for third through eight prizes and the free ticket award for the ninth prize

(r) Top Prize- The Top Prize in the CASH4LIFE game awarded for matching the Player Number Sequence and the Cash Ball Number with the Winning Number Sequence and the Winning Cash Ball Number.

(s) Winning Cash Ball Number—The one number ranging from one through four that is randomly selected during a CASH4LIFE Drawing that comprises the last number of the CASH4LIFE Winning Numbers.

(t) Winning Number Sequence—The sequence of five numbers ranging from one through sixty that are randomly selected during a CASH4LIFE Drawing that comprise a portion of the CASH4LIFE Winning Numbers.

(u) Winning Play(s)- The Play(s) that matches the official CASH4LIFE Winning Numbers in any order for the drawing date for which the ticket was purchased, in one of the combinations set forth in subsection (4).

(v) Winning Ticket- An official Florida Lottery CASH4LIFE ticket that passes all validation and security requirements and that contains a Winning Play or Winning Plays.

(2) How to Play CASH4LIFE.

(a) CASH4LIFE is a multi-state Draw lottery game (also known as an online terminal game) which is offered to players in Florida by the Florida Lottery via authorized Florida Lottery retailers. In CASH4LIFE, players select five numbers from a field of one (1) through sixty (60) and one number from a separate field of one (1) through four (4) for each Play.

(b) Players may make their CASH4LIFE ticket selections by: using a play slip; using a Florida Lottery vending machine (“vending machine”) if a vending machine for Draw game ticket purchases is available at the retailer location; telling the Florida Lottery retailer (“retailer”) their desired selections; or by requesting to use the Play it Again feature.

(c) Play Slips. There are five panels on a play slip, each containing an upper play area and a lower play area. Each panel played will cost \$2.00 per Play, per drawing. Players may mark their desired numbers on the play slip by selecting six numbers (five in the upper play area and one in the lower play area) from each panel played. Players may also mark the “QP” (Quick Pick) box located at the bottom of each play area for the terminal to randomly select any or all of the six numbers from either or both play areas. A “Void” box is also located at the bottom of each panel and should be marked by the player if an error was made in his or her selections in a panel. For each panel played, the first five of the six numbers appearing in a single horizontal row on a CASH4LIFE ticket shall be the numbers selected from the upper play area of the play slip, and the last number shall be the Cash Ball Number selected from the lower play area of the play slip. Players may mark the \$10 “Quick Picks for next draw” box to receive one ticket with five sets of six randomly selected numbers for the next CASH4LIFE drawing or may mark the \$20 “Quick Picks for next draw” box to receive one ticket with ten sets of six randomly selected numbers for the next CASH4LIFE drawing. Players may mark Quick Picks in addition to panel plays. Advance Play may also be added to play future drawings as further provided in paragraph (2)(d) below. Play slips must be Florida Lottery approved and players must use only blue or black ink or pencil for making selections. The use of mechanical, electronic, computer-generated or any other non-manual method of marking play slips is prohibited. Play slips may be processed through a Florida Lottery full vending machine or processed by a Florida Lottery retailer to obtain a ticket.

(d) Advance Play. Players may play up to thirty consecutive CASH4LIFE Drawings by using the “advance play” feature. To use the advance play feature, players may select the number of drawings on the play slip or tell the retailer their desired number of consecutive advance drawings. The number of consecutive drawings marked will include the next available drawing and will apply to each panel (A-E) played. In the event that a planned change in the CASH4LIFE game requires that the number of advance plays available for purchase be reduced to zero before implementation of the change, an advance play countdown schedule will be posted on the Florida Lottery’s website.

(e) Vending Machine. If a vending machine is available at a retailer location and the vending machine provides for Draw game purchases, the vending machine may be used by a player to process CASH4LIFE play slips and purchase tickets for one or more drawings.

(f) Telling the Retailer. Retailers also are authorized to manually enter numbers selected by a player. Players electing to make their CASH4LIFE ticket selections by telling the retailer must specify the number of drawings and their desired number selections (or tell the retailer they desire to use the quick pick feature for the terminal to randomly select one or more of the numbers).

(g) Play It Again. A player may request to “Play it Again” to replay a previously purchased CASH4LIFE ticket. If requested, a retailer shall process the original ticket provided by the player and print a new ticket which will have the same selected numbers, number of panels, and number of drawings as the original ticket, except as follows. An original ticket with advance play will be rejected and cannot be replayed if the number of drawings on the ticket exceeds the number of advance play drawings that are available at the time of requested ticket replay due to implementation of an advance play countdown for the CASH4LIFE game. Tickets older than sixty days cannot be replayed.

(3) CASH4LIFE Drawings.

(a) CASH4LIFE Drawings to determine the CASH4LIFE Winning Numbers shall be conducted at the studios of New Jersey Lottery Headquarters (or elsewhere as determined by the Party Lotteries) each calendar day at approximately 9:00 p.m., ET; however, the day, time or location of Drawings may be modified as determined by the Directors and publicly announced by the Party Lotteries. Substitute Drawings may be held at the discretion of the state holding the Drawing. All drawings shall be public and witnessed by an independent certified public accounting firm.

(b) Manner of Conducting Drawings. The drawing officials will select, at random, with the aid of mechanical devices or any other selection methodology as authorized by the Party Lotteries, the CASH4LIFE Winning Numbers.

(c) Neither the Party Lotteries nor the Florida Lottery shall be responsible for incorrect circulation, publication or broadcast of official Winning Numbers.

(4) Determination of Prize Winners.

In order for a ticket to be a winning ticket, numbers appearing in a single horizontal row (the Player Number Sequence and the Cash Ball Number) on the ticket must match the official CASH4LIFE Winning Numbers in any order for the drawing date for which the ticket was purchased, in one of the following combinations:

(a) Top Prize: Five numbers selected from the first set of balls plus the Cash Ball Number selected from the second set of balls.

(b) Second Prize: Five numbers selected from the first set of balls and not the Cash Ball Number from the second set of balls.

(c) Third Prize: Four numbers selected from the first set of balls plus the Cash Ball number selected from the second set of balls.

(d) Fourth Prize: Four numbers selected from the first set of balls and not the Cash Ball Number from the second set of balls.

(e) Fifth Prize: Three numbers selected from the first set of balls plus the Cash Ball Number selected from the second set of balls.

(f) Sixth Prize: Three numbers selected from the first set of balls and not the Cash Ball Number from the second set of balls.

(g) Seventh Prize: Two numbers selected from the first set of balls plus the Cash Ball Number selected from the second set of balls.

(h) Eighth Prize: Two numbers selected from the first set of balls and not the Cash Ball Number selected from the second set of balls.

(i) Ninth Prize: One number selected from the first set of balls and the Cash Ball Number selected from the second set of balls.

(5) Limited to Highest Prize Won. The holder of a winning ticket may win only one prize per Play in connection with the CASH4LIFE Winning Numbers drawn and shall be entitled only to the prize won by those numbers in the highest matching prize category.

(6) CASH4LIFE Prize Fund. The CASH4LIFE Prize Fund for all prize categories shall consist of fifty-five percent of each drawing period's sales but may be higher or lower based upon the number of winners at each prize level and funding required to contribute to the Top or Second Prize.

(7) Prizes, Odds of Winning, Percent of Prize Fund to Be Paid in Prizes. The following table sets forth the prizes, the odds of winning each prize per play, and the percent of each dollar in sales anticipated to be paid in prizes in each prize level:

<u>Prize Level</u>	<u>Prize</u>	<u>Odds of Winning per Play</u>	<u>Percent of Prize Fund Anticipated to Be Paid in Prizes</u>
<u>Top</u>	<u>Annual Payment Option - \$1,000/Day for Life (Paid Annually)* Cash Option**</u>	<u>1:21,846,048</u>	<u>32.90%</u>
<u>Second</u>	<u>Annual Payment Option- \$1,000/Week for Life (Paid Annually)* Cash Option**</u>	<u>1:7,282,016</u>	<u>13.80%</u>
<u>Third</u>	<u>\$2,500</u>	<u>1:79,440</u>	<u>2.90%</u>
<u>Fourth</u>	<u>\$500</u>	<u>1:26,480</u>	<u>1.70%</u>
<u>Fifth</u>	<u>\$100</u>	<u>1:1,471</u>	<u>6.20%</u>
<u>Sixth</u>	<u>\$25</u>	<u>1:490</u>	<u>4.60%</u>
<u>Seventh</u>	<u>\$10</u>	<u>1:83</u>	<u>10.90%</u>
<u>Eighth</u>	<u>\$4</u>	<u>1:28</u>	<u>13.00%</u>
<u>Ninth</u>	<u>Free Ticket</u>	<u>1:13</u>	<u>14.00%</u>
<u>Total</u>			<u>100.00%</u>

The overall odds of winning a prize in a CASH4LIFE Drawing are 1 in 8.

* Leap Day does not count for purposes of prize calculation.

** The Cash Option amount will be determined as set forth herein.

(8) Prize Liability Limitation. In the event that a Liability Limit would be exceeded for a particular Draw, the prize amounts for Top and Second Prizes shall be adjusted in accordance with a formula established by the Party Lotteries so that the aggregate liability for prizes in such Draw shall not exceed the Liability Limit.

(a) Top Prize – For any drawing, if the total liability exceeds \$7,000,000 (there is more than one Top Prize Winning Play), the Top Prize amount for each Winning Play shall be \$7,000,000 divided by the number of Winning Plays on Winning Tickets sold.

(b) Second Prize – For any drawing, if the total liability exceeds \$5,000,000 (there are more than five Second Prize Winning Plays), the Second Prize amount for each Winning Play shall be \$5,000,000 divided by the number of Winning Plays on Winning Tickets sold.

(c) In the event that any single drawing should produce more than seven Top Prize Winning Plays and at least one Second Prize Winning Play, both the Top Prize and Second Prize will become pari-mutuel prizes. The total prize pool to be allocated equally among the total number of Winning Plays in this scenario will total \$7,000,000 plus the lesser of \$5,000,000 or \$1,000,000 multiplied by the number of Second Prize Winning Plays. Each Top Prize and Second Prize Winning Play will share the defined prize pool equally for the cash value, and the Annual Payment Option will be calculated as set forth in paragraphs (9)(b) and (10)(b).

(9) Top Prize Payment. In any single drawing, a Top Prize shall be divided equally among the number of Top Prize Winning Plays. Except as provided herein, a Top Prize shall be paid either in annual payments (“Annual Payment Option”) or in a lump sum cash payment (“Cash Option”). Top Prize winners have sixty days after the winning draw date to choose between the two payment options. Once the Top Prize winner signs the Winner Claim Form, files a claim and exercises the winner's chosen option, the election of that option shall be final and cannot be revoked, withdrawn or otherwise changed. If the Top Prize winner does not elect the Cash Option within sixty days after the winning draw date, the Annual Payment Option will be applied, except as provided in subparagraph (9)(b) 2., below. Shares of the Top Prize shall be determined as follows:

(a) If there is one Top Prize Winning Play, the annual payment prize value will be \$1,000 per day for life, paid in annual installments of \$365,000, or a one-time lump sum cash prize payment of \$7,000,000.

(b) If there is more than one Top Prize Winning Play and the Liability Limit is exceeded, the Top Prize will be paid on a pari-mutuel basis. The Top Prize Cash Option shall be a lump sum cash amount equal to \$7,000,000 divided by the number of Top Prize Winning Plays for the drawing, rounded down to a whole dollar value. The annual payment amount shall be the pari-mutuel cash value divided by \$7,000,000, multiplied by \$365,000.

1. If there is more than one and less than or equal to fourteen Top Prize Winning Plays, the minimum annual payment prize value will be \$500 a week for life, paid in annual installments.

2. In the event there are fifteen or more Top Prize Winning Plays among the Party Lotteries, no Annual Payment Option shall be available. Rather, the prize money for the Top Prize shall be \$7,000,000 divided equally among all Top Prize Winning Plays and paid in one lump sum payment to each winner. The minimum Top Prize shall not be less than any prize payout for the second through the ninth prizes for the same CASH4LIFE Drawing.

(10) Second Prize Payment.

(a) Except as provided herein, a Second Prize shall be paid either in annual payments (“Annual Payment Option”) or in a lump sum cash payment (“Cash Option”). Second Prize winners have sixty days after the winning draw date to choose between the two payment options. Once the Second Prize winner signs the Winner Claim Form, files a claim and exercises the winner's chosen option, the election of that option shall be final and cannot be revoked, withdrawn or otherwise changed. If the Second Prize winner does not elect the Cash Option within sixty days after the winning draw date, the Annual Payment Option will be applied, except as provided in paragraph (10)(b), below. For each Second Prize Winning Play, the annual payment prize value will be \$1,000 per week for life, paid in annual installments of \$52,000, or a one-time lump sum cash prize payment of \$1,000,000, unless a liability limit would be exceeded.

(b) If a liability limit is exceeded for the Second Prize, the Second Prize shall be paid on a pari-mutuel basis. The Second Prize Cash Option shall be an amount equal to \$5,000,000 divided by the number Second Prize Winning Plays. The annual payment amount shall be the pari-mutuel cash value of the Winning Play divided by \$1,000,000 multiplied by \$52,000. If the liability limit is exceeded and the annual payment prize value of a Second Prize falls below \$500 per week for life, then all Second Prize Winning Plays will be paid in a single lump sum cash payment and no Annual Payment Option will be available. The minimum Second Prize value shall not be less than any prize payout for the Third through the Ninth Prize levels for the same CASH4LIFE Drawing.

(11) Annual Payment Schedule. The winner of a Top Prize or Second Prize who elects the Annual Payment Option will receive the first full annual installment as soon as reasonably possible after the prize claim is validated. All subsequent annual payments for prizes claimed by an individual will be paid in equal annual installments for the Measuring Life of the winner, with a guaranteed minimum of twenty years of payments. All subsequent annual payments for prizes claimed by a trust, corporation or other legal entity shall be paid in equal installments, such that the total payments (including the initial installment) equal twenty years of payments.

(12) Third through Eighth Prize Payment. The Third through Eighth Prizes will be paid as Set Prizes and paid in one single cash payment.

(13) Ninth Prize Payment.

(a) The ninth prize is a Set Prize and shall consist of one free CASH4LIFE quick pick ticket (\$2.00 value) for the next available CASH4LIFE drawing, except as provided in (13)(b) below.

(b) A player who submits by mail a CASH4LIFE lottery ticket that entitles the prizewinner to a free CASH4LIFE quick pick ticket and whose mailing address is outside of the state of Florida will receive a check for \$2.00 in lieu of an actual ticket.

(14) Prizes Rounded Down to Nearest Whole Dollar. All prize levels will be rounded down to the nearest whole dollar.

(15) Measuring Life Prize Requirements and Restrictions. A prizewinner who chooses the Annual Payment Option will be paid his or her appropriate Top Prize share or Second Prize share on an annual basis for their Measuring Life, or for the twenty-year Guaranteed Term, whichever is longer. Upon the expiration of the twenty-year Guaranteed Term, the prizewinner or the power of attorney for the prizewinner will be required to provide a notarized affidavit to the Lottery stating that he or she is still living in order to receive subsequent annual payments for the Deferred Term. The prizewinner will be required to provide such affidavit on an annual basis prior to receipt of their next scheduled payment. In the event that the prizewinner dies within the twenty-year Guaranteed Term, any remaining prize payments in the Guaranteed Term will be paid as set forth in the rule of the Florida Lottery governing payment of prizes. A copy of the current prize payment rule can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

(16) Interest or Earnings accruing on a CASH4LIFE prize. Any interest or earnings accruing on a CASH4LIFE prize prior to the prize payment shall accrue to the Florida Lottery and not to the winner.

(17) Taxes. Federal withholding taxes shall be deducted from prizes for which it is applicable in accordance with the Internal Revenue Code and Code of Federal Regulations.

(18) Ticket Validation Requirements.

(a) In addition to the validation requirements set forth in the Florida Lottery rule governing payment of prizes, the validation requirements set forth in this subsection (18) shall apply to CASH4LIFE Plays sold in Florida. Plays sold in other jurisdictions may be subject to different requirements. A copy of the current rule governing payment of prizes can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

(b) Under no circumstances will a claim be paid for either the Top Prize or the Second Prize without an official CASH 4 LIFE ticket matching all game Play, serial number and other validation data residing in the Florida Lottery's gaming system computer and such ticket shall be the only valid proof of purchase and the only valid receipt for claiming or redeeming such prize.

(c) In addition to the above, in order to be deemed a valid, winning Official CASH4LIFE ticket, all the following conditions must be met:

1. The validation data must be present in its entirety and must correspond, using the computer validation file, to the number selections printed on the ticket for the drawing date(s) printed on the ticket;

2. The ticket must be intact;

3. The ticket must not be mutilated, altered, reconstituted, or tampered with in any manner;

4. The ticket must not be counterfeit or an exact duplicate of another winning ticket;

5. The ticket, must have been issued by an authorized Florida Lottery retailer on official paper stock of the Florida Lottery;

6. The ticket must not have been stolen;

7. The ticket data must have been recorded on the central computer system prior to the drawing and the ticket data must match this computer record in every respect. In the event of a contradiction between information as printed on the ticket and as accepted by the Florida Lottery computer, the information as accepted by the Florida Lottery computer shall prevail;

8. The Player or computer number selections, validation data, and the drawing date(s) of an apparent winning ticket must appear on the official file of winning tickets, and a ticket with that exact data must not have been

previously paid;

9. The ticket must not be misregistered, defectively printed or printed or produced in error to an extent that it cannot be processed by the Florida Lottery;

10. The ticket must pass all confidential security checks of the Florida Lottery;

11. In submitting an Official CASH4LIFE ticket for validation, the claimant agrees to abide by applicable laws, all rules and regulations, instructions, conditions, and final decisions of the Florida Lottery;

12. The ticket must be submitted to the Florida Lottery.

(d) An official CASH4LIFE ticket submitted for validation that fails any of the preceding validation conditions shall be considered void, subject to the following determinations:

1. In all cases of doubt, the determination of the Florida Lottery shall be final and binding; however, the Florida Lottery is authorized to replace an invalid ticket with an official CASH4LIFE ticket of equivalent sales price;

2. In the event a defective ticket is purchased or in the event the Florida Lottery determines to adjust an error, the claimant's sole and exclusive remedy shall be the replacement of such defective or erroneous ticket(s) with an official CASH4LIFE ticket of equivalent sales price;

3. In the event an official CASH4LIFE ticket is not paid by the Florida Lottery and a dispute occurs as to whether the ticket is a winning ticket, the Florida Lottery is authorized to replace the ticket as provided in paragraph (18)(d)1. above. This shall be the sole and exclusive remedy of the claimant unless the laws or regulation governing the Florida Lottery provide for further review.

(19) CASH4LIFE Rules and Prohibitions.

(a) By purchasing a CASH4LIFE ticket, a player agrees to comply with and abide by all rules of the Florida Lottery.

(b) All liabilities for a CASH4LIFE prize are discharged upon payment of a prize claim. All claims arising out of the CASH4LIFE game 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 ticket purchase as the sole and exclusive remedy of the claimant.

(c) Florida CASH4LIFE prizes shall be claimed only through a Florida Lottery retailer (for prizes less than \$600) or Lottery office beginning on the first business day following the drawing. Top Prizes and Second Prizes must be claimed at Lottery headquarters. The Lottery is not authorized to accept claims or pay prizes for CASH4LIFE tickets

purchased in other jurisdictions. CASH4LIFE prize payments shall be made in accordance with the rule of the Florida Lottery governing payment of prizes. A copy of the current rule can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

(d) Subject to a retailer's hours of operation and gaming system availability, CASH4LIFE lottery tickets are available for purchase daily between the hours of 6:00 a.m. and 12:00 midnight, ET. Ticket sales for a specific CASH4LIFE Drawing will close at 8:30 p.m., ET, on the night of the drawing. Any ticket sold after the close of game will be printed with the next CASH4LIFE Drawing date.

(e) CASH4LIFE tickets, including CASH4LIFE tickets purchased using the Play it Again feature, cannot be canceled.

(20) The effective date of this emergency rule is July 1, 2019.

(21) This emergency rule replaces Emergency Rule 53ER17-41, F.A.C.

Rulemaking Authority 24.105(9)(a), (b), (c), (e), (f), (h), 24.109(1), 24.115(1) FS. Law Implemented, 24.105(9)(a), (b), (c) (e), (f), (h), 24.115(1), FS. History—New 7-1-19, Replaces 53ER17-41.