



**AMENDED: MARCH 21, 2019**

**EFFECTIVE: JULY 1, 2019**

**OFFICIAL GAME RULES**

**CASH4LIFE**

**(5 OUT OF 60 & 1 OUT OF 4)**

The following rules have been adopted by the New Jersey State Lottery Commission pursuant to the authorization contained in N.J.S.A. 5:9-7 and shall govern the operation of Cash4Life lottery game.

The New Jersey Division of State Lottery and the New York Lottery formally agreed on June 13, 2014 to jointly operate a regional lottery game known as Cash4Life pursuant to a Cash4Life Regional Game Agreement (“Agreement”) and such other related procedures agreed to by the Party Lotteries. Participating states have joined the game since it was established and may change from time to time. The rules of the Cash4Life game are as follows:

**1. DEFINITIONS**

**Annuity Option** - means the option to have the Cash4Life Jackpot Prize or Second Level Prize paid in annual installments for the Annuitant’s Measuring Life.

**Annuitant** – means the person(s) or Entity who receives the benefits of an annuity resulting from a Winning Ticket for the Jackpot or Second Level Prize paid under the Annuity Option.

**Cash Option** – means the manner in which the Jackpot Prize and the Second Level Prize 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 their selection.

**Cash Ball** – The number selected from Matrix B, will be referred to as the “Cash Ball”.

**Cash Value** – means the amount of the one-time lump sum payment under the Cash Option.

**Cash4Life Sales Cut-off** - means the time after which Lottery Plays will not be accepted for that Drawing. The Sales Cut-Off occurs Monday through Sunday at approximately 8:45 PM Eastern Time for each Cash4Life Drawing.

**Claimant** - means any person or Entity submitting a claim form within the required time period to collect a Prize for an Official Cash4Life Ticket. A Claimant may be the Purchaser, the person or Entity named on a signed Official Cash4Life Ticket, the bearer of an unsigned Official Cash4Life Ticket, or any other person or Entity who may seek entitlement to a Cash4Life Prize payment in accordance with the Cash4Life 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.

**Deferred Annuity Portion** – means the portion of the Annuity Option paid once the Prizewinner exceeds the Guaranteed Portion of the annuity. The Deferred Annuity Portion installments will continue to be paid for the remainder of the Prizewinner’s Measuring Life. Also see definition of Guaranteed Annuity Portion and Section 8 of these Official Game Rules.

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

**Drawing** - means a formal process of randomly selecting the Winning Numbers in accordance with the Drawing Procedures.

**Entity** – Any Claimant other than a natural person who claims a Jackpot Prize or Second Level Prize. An Entity can only be paid a lump sum cash Prize or the minimum twenty (20) year annuity; see definition of Measuring Life.

**Fixed Prizes** - means a set amount awarded in the Cash4Life Game unless a Liability Limit is reached, see Section 7 of these Official Game Rules.

**Future Play** - means a Game feature which allows a Player to select numbers for any one (1) future Drawing scheduled after the next most immediate Drawing. A Future Play can be for up to twenty-eight (28) consecutive Drawings.

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

**Guaranteed Annuity Portion** – means the portion of the Annuity Option where the Prizewinner is guaranteed annuity payments for the first twenty (20) years of the Claimant’s Measuring Life. Also see definition of Deferred Annuity Portion and Section 8 of these Official Game Rules.

**Jackpot Prize** – means the Prize amount awarded for matching 5 out of 60 numbers in Matrix A, and 1 out of 4 numbers in Matrix B (Cash Ball). If more than one Ticket from all participating Party Lottery states wins the Jackpot Prize, the Jackpot Prize shall be divided among the persons holding such Tickets, as provided in Section 7 of these Official Game Rules.

**Leap Day** – February 29, occurs every fourth year. Leap Day shall not count for purposes of Prize calculation.

**Liability Limit** – means a pre-established threshold, as determined and announced by the Party Lotteries before sales commence for a drawing to which the threshold applies. The Liability Limit will be posted on the Lottery website (njlottery.com).

**Lottery** - means the New Jersey Division of State Lottery.

**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.

**Official Game Rules** – means these rules.

**Matrix A (Field 1)** – Contains a pool of numbers from one (1) to sixty (60).

**Matrix B (Field 2)** – Contains a pool of numbers from one (1) to four (4). The number selected from Matrix B will be referred to as the “Cash Ball.” The number may be the same number as one of the five numbers a Player selects in from Matrix A.

**Measuring Life or Life** – means the period over which a Jackpot or Second Level Prize is paid out under the Annuity Option. For each Winning Ticket, the Measuring Life shall be the natural life of the individual who the Lottery determines to be a valid Prizewinner. However, for the following Claimants, the Measuring Life shall be fixed at twenty (20) years:

- A minor under the age of 18.
- A legal Entity other than an individual.
- More than one natural person claims a Prize on the same Ticket.

**Multi-Draw** - means a Game feature which allows a Player to select Plays for up to twenty-eight (28) consecutive Drawings on one (1) or more Tickets, starting with the next scheduled Drawing. The cost of a Multi-Draw Ticket depends on how many Draws and how many Plays are selected.

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

**Party Lottery or Lotteries** - means one or more of the state lotteries established and operated pursuant to applicable state law who are signatories to the Agreement. Participating states may change from time to time.

**Play or Wager** – means for each play a Player selects five (5) different numbers from Matrix A and one (1) additional Cash Ball number from Matrix B. The additional number may be the same number as one of the five numbers a Player selects from Matrix A. A Player may select numbers by orally communicating the six (6) numbers to a lottery Retailer; by marking five (5) numbered spaces in Matrix A and one (1) numbered space in Matrix B on a Cash4Life Play Slip and submitting it to a Retailer; or by requesting a Quick Pick from a Retailer. Additionally, the Lottery may authorize other means to place a Wager. At the time a Player selects numbers constituting a Play, the Player must select between either receiving the Jackpot Prize or Second Level Prize under the Annuity Option or the Cash Option. The Retailer shall then issue a Ticket containing the selected set or sets of numbers and the Prize payment option, each of which constitutes a Play. Each Play costs \$2.00.

**Play Slip/Bet Slip** - means an optically readable card on paper stock issued by the New Jersey Lottery that a Player uses to make a Cash4Life Play or Plays.

**Player** - means a person at least eighteen (18) years of age, who purchases a Cash4Life Ticket.

**Plays per Ticket** - means the number of Plays printed on a single Ticket. A Cash4Life Ticket can have up to five (5) Plays per Ticket.

**Pre-Selection** - means that the Player must select at the time of purchasing the Ticket between either receiving the Jackpot Prize or the Second Level Prize 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(h) of the Official Game Rules.

**Prize or Prizes** - means the winnings as defined in these Official Game Rules.

**Prize Fund** – means the number of dollars available to fund all Prizes. The Prize Fund for any Drawing is expected to be 55% of sales.

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

**Prize Pool**- means the respective number of dollars from the Prize Fund allocated to each of the Prize Levels.

**Prizewinner** - means a Player who is entitled, as a result of successful Claimant verification and successful Play/Ticket validation, to receive a Prize under the rules of a Game.

**Purchaser or Player**- means a Player of Cash4Life who purchases a Ticket within New Jersey in accordance with these Official Game Rules and New Jersey laws and regulations.

**Quick Pick** – means a Game feature that allows the Player to have the gaming system randomly select their CASH4LIFE numbers for an individual Play.

**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.

**Second Level Prize** - means the Prize amount awarded for matching 5 out of 60 numbers in Matrix A, and 0 out of 4 numbers in Matrix B. If more than one (1) Ticket from all participating Party Lottery states wins the Second Level Prize, the Second Level Prize is subject to liability limitations as set forth in Section 7 of these Official Game Rules.

**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 interact with the Lottery's central computer system to issue New Jersey Lottery Tickets and to enter, receive and process Lottery transactions that may

include issuing Tickets, validating Tickets and transmitting reports. This includes Player self-service Terminals (PSST) for the purchase of Cash4Life Tickets. When using a PSST, the Player may make number selections by inserting a completed Bet Slip into the PSST's optical mark reader, or by manually entering the selections on the PSST touch screen or selecting a Quick Pick option. Note: some PSST's may not support all of the differing methods of number selection.

**Ticket** - means an official Cash4Life Game Ticket, produced on official paper stock by a Retailer in an authorized manner, bearing Player or computer selected numbers, Game name, Drawing date, amount of Wager, and validation data. Cash4Life Tickets cannot be cancelled.

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

**Wager** – See “Play”.

**Winning Numbers** - means the five (5) one- (1) or two- (2) digit numbers from Matrix A, and a one (1) digit number from Matrix B, randomly selected during a Cash4Life Drawing, that shall be used to determine the Winning Play.

**Winning Play(s)** – means the Play(s) that matches the Winning Numbers.

**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. GAME PLAY**

- a. To play Cash4Life, a Player selects, or has the Terminal randomly assign (Quick Pick) five (5) numbers from Matrix A which includes a range of consecutive numbers from one (1) to sixty (60) and one (1) number from Matrix B (Cash Ball) which includes a range of consecutive numbers from one (1) to four (4). The additional number may be the same number as one of the five numbers a Player selects from Matrix A. Bet selections of less than or more than six (6) numbers will be impermissible and void. 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 \$2.00, except that the Director may establish a discount for promotional purposes from time to time.
- c. **Cash4Life Tickets may not be canceled.**
- d. Cash4Life Tickets will be sold 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 Cash4Life lottery Drawing will terminate on the date of the Drawing at approximately 8:45 PM Eastern Time. Wagers may be placed for any of the first twenty-eight (28) Drawings following the date and time the Wager is placed.

- e. It shall be the sole responsibility of the Purchaser to verify the accuracy and readability of the information printed on the Cash4Life Ticket at the 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.
- f. Cash4Life Play Slips shall be available at no cost to the Player. Play Slips shall have no pecuniary or Prize value, and shall not constitute evidence of purchase or number selections.
- g. **Replay Feature.** Players may request that a Retailer utilize the barcodes of already purchased Cash4Life Tickets to duplicate another Ticket of the same price and with the same number selections and options.
- h. The Purchaser must make a Pre-Selection at the time of the purchase from one of the following methods of Prize payment for the Jackpot Prize and Second Level Prize only:
  - **Cash Option** - The Cash Option is paid in a one-time lump sum. The Cash Value of the Cash Option for the Jackpot Prize and the Second Level Prize is posted on the Lottery website (njlottery.com). Once the Cash Option is selected under this subparagraph, the selection is irrevocable, and the Player may not change their selection.
  - **Annuity Option** – 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.
- i. 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.
- j. A Cash4Life game feature may be added at the discretion of the Lottery. A Cash4Life game feature is an alternative or additional method for playing the Game with the same basic design. Any game feature that may be added shall be publicly announced by the Lottery in advance of the effective date.
- k. A Cash4Life Ticket may not be purchased in New Jersey or in any other Party Lottery state by 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 at the studios of New Jersey Lottery Headquarters at approximately 9:00 PM Eastern Time. Cash4Life Drawings shall be conducted seven days per week, Monday through Sunday, at the designated time. However, the day, time or location of Cash4Life Drawings may be modified as determined by the Directors and publicly announced by the Party Lotteries, and/or as stated in the Cash4Life Drawing Procedures. All Cash4Life Drawings will be open to the public and shall be witnessed by an Independent Certified Public Accounting Firm.

- b. Cash4Life Drawings shall randomly generate, by mechanical means, Cash4Life Winning Numbers, pursuant to the controls and methods defined by the Party Lotteries in the Drawing Procedures.
- c. All Winning Numbers, even though announced, are subject to validation by the New Jersey Lottery, including, if necessary, review by the Director, 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 Cash4Life 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 issued 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 prior to mailing to Lottery Headquarters. The Claimant should sign the back of the Ticket.
- b. Claimant of a Winning Ticket must provide proof of age and other information consistent with N.J.A.C. 17:20-7.1.
- c. The Ticket must have been issued by an authorized Retailer on official paper stock of the Lottery.
- d. The Winning Ticket 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.
- e. 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.
- f. A Cash4Life Ticket 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.

- g. All claims arising out of Cash4Life 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.
- h. 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 additionally will 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.
- i. The Claim Limitation period for Cash4Life Prizes sold in New Jersey 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 29<sup>th</sup> in which case the anniversary is considered to be March 1<sup>st</sup>. 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 or 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.
- j. 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 Cash4Life Game is operated in accordance with these Official Game Rules and that Cash4Life 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, 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 Cash4Life Game is no longer offered in New Jersey, any amount remaining in the Prize Pool or any reserve accounts at the end of 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 Cash4Life Game. All determinations of Winning Tickets shall be made by the Director whose judgment shall be final.

**6. PRIZE STRUCTURE**

- a. **Prize Fund.** The Prize Fund for the aggregate of all Prize Levels shall consist of 55% percent of the sales receipts for each Drawing.
- b. **Cash Value of Cash Option Subject to Change.** The Cash Value of the lump sum payment for the Jackpot and Second Level Prizes are posted on the Lottery’s website (njlottery.com), and are subject to change.
- c. **Prize Payout and Structure.** There are nine (9) Prize Levels in the Cash4Life Game. The Prize payouts and Prize structure are as follows, unless there are multiple winners in a Prize Level, in which case Prize amounts may be reduced as set forth in Section 7 of these Official Game Rules.

PRIZE LEVEL	NUMBERS MATCHED FROM MATRIX A (1 -60)	NUMBERS MATCHED FROM MATRIX B (1 - 4)	ODDS	PRIZE	% OF PRIZE FUND
Jackpot Prize (1)	5	1	1: 21,846,048	<b>Annuity Option*</b> \$1,000/Day for Life (Paid Annually) <b>Cash Option**</b>	32.90%
Second (2)	5	0	1: 7,282,016	<b>Annuity Option*</b> \$1,000/Week for Life (Paid Annually) <b>Cash Option**</b>	13.80%
Third (3)	4	1	1: 79,440	\$2,500	2.90%
Fourth (4)	4	0	1: 26,480	\$500	1.70%
Fifth (5)	3	1	1: 1,471	\$100	6.20%
Sixth (6)	3	0	1: 490	\$25	4.60%
Seventh (7)	2	1	1: 83	\$10	10.90%
Eighth (8)	2	0	1: 28	\$4	13.00%
Ninth (9)	1	1	1:13	\$2	14.00%
<b>OVERALL ODDS OF WINNING ANY PRIZE ARE 1 IN 8</b>					<b>100.00%</b>

\* Leap Day does not count for purposes of Prize calculation.

\*\* The Cash Value of the Cash Option is posted on the Lottery website, (njlottery.com).

d. **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.

## 7. PRIZE LIABILITY LIMITATION

- a. In the event that a Liability Limit would be exceeded for a particular Draw, the Prize amounts for each Prize Level 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. **Prize liability limitations are posted on the Lottery website (njlottery.com).**
- b. **Jackpot Prize Level.** - Except as provided in these Official Game Rules, the Jackpot Prize shall be paid either as an annuity or lump sum cash. A Jackpot Prize payout shall be divided equally among the number of Jackpot Winning Tickets as set forth below. Under certain circumstances, as detailed below, the Jackpot Prize is required to be paid in a single lump sum cash payment and no annuitized payment option is available, even if the Annuity Option was Pre-Selected.
- c. **One (1) Jackpot Winning Ticket among the Party Lotteries.** If there is one (1) Jackpot Winning Ticket, the annuitized 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.
- d. **Two (2) to Fourteen (14) Jackpot Winning Tickets among the Party Lotteries.** If there is more than one (1) and less than or equal to fourteen (14) Jackpot Winning Tickets, the annuitized payment based on an annuitized Prize value of \$1,000 per day, will be divided by the total number of Jackpot Winning Tickets. The minimum annuitized Prize value for this category will be \$500 a week for life, paid in annual installments. The two (2) to fourteen (14) Jackpot Winning Ticket winners may choose the Cash Option as an alternative to the Annuity Option. See table below:

Jackpot Prize	Annuitized Prize Per Week *
NUMBER OF WINNING TICKETS	
1	\$7,000
2	\$3,500
3	\$2,330
4	\$1,750
5	\$1,400
6	\$1,160
7	\$1,000
8	\$870
9	\$770
10	\$700
11	\$630
12	\$580
13	\$530
14	\$500

\* Annuitized Prizes are paid annually.

- e. **Fifteen (15) or more Jackpot Winning Tickets among the Party Lotteries.** In the event that there are fifteen (15) or more Jackpot Winning Tickets, no Annuity Option shall be available. Rather, the Jackpot Prize Cash Value shall be divided equally among all Jackpot Prize Winning Tickets and paid in one lump sum payment to each winner. The minimum Jackpot Prize value shall be not less than any lower-tier Prize payout for the same Drawing.

- f. **Second Level Prize Payouts.** – Except as provided in these Official Game Rules, the Second Level Prize shall be paid either as an annuity or lump sum cash. For each Second Level Prize Winning Ticket, the annuitized 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, unless a Liability Limit would be exceeded. If a Prize Liability Limit is exceeded and the annuity prize value of a Second Level Prize falls below \$500 per week for Life, then all Winning Tickets will be paid in a single lump sum cash payment and no annuitized payment option will be available, even if the Annuity Option was Pre-Selected. The minimum Second Level Prize value shall be not less than any lower-tier Prize payout in regard to the same Drawing.
- g. **Third Prize Payout.** - The Third Prize Level will be paid as a \$2,500 Fixed Prize and paid in one single cash payment unless a Liability Limit would be exceeded; see Section 7(a).
- h. **Prize Level 4 through Prize Level 9.** - Prize Levels 4 through Prize Level 9 will be paid as Fixed Prizes and paid in one single cash payment unless a Liability Limit would be exceeded; see Section 7(a).
- i. **Prizes Rounded Down to Nearest Whole Dollar.** - All Prize Levels will be rounded down to the nearest whole dollar.

## **8. LIFE ANNUITY REQUIREMENTS AND RESTRICTIONS**

- a. **Minimum Annuity Period.** An Annuitant shall be paid their appropriate Jackpot Prize share or Second Level Prize share on an annual basis for their Measuring Life, or for the twenty (20) year term of the Guaranteed Annuity Portion, whichever is longer. In the event that an Annuitant dies within the twenty (20) year Guaranteed Annuity Portion, any remaining Prize payments in the Guaranteed Annuity Portion shall be paid to the Annuitant's estate or to the Annuitant's beneficiary pursuant to the Lottery's rules and regulations and New Jersey law. The initial payment under the Annuity Option shall be paid as soon as possible upon completion of internal validation procedures and in accordance with these Official Game Rules.
- b. **Minors.** Where a Claimant of a Jackpot or Second Level 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.
- c. Per N.J.S.A. 5:9-13h, a Prizewinner of a Cash4Life annuity Prize shall not be permitted to assign any annual payments following the 18<sup>th</sup> annual payment. In addition, an Annuitant shall not be permitted to assign any annual Prize installments within the Deferred Annuity Portion.
- d. 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.

- e. **Proof of Life.** Prior to the beginning of payment of the Deferred Annuity Portion, Lottery will send an affidavit letter to the Annuitant requesting proof of life. The purpose of the affidavit letter is to verify that the Annuitant is still alive. The Annuitant shall sign the affidavit letter and the letter shall bear the seal of a notary public. . A proof of life affidavit letter will be sent to the Annuitant each subsequent year prior to the next scheduled installment payment. If Annuitant fails to provide a signed and notarized affidavit letter, the Lottery shall not make any further Deferred Annuity Portion payments. However, when, in the Director's sole discretion, the facts underlying an Annuitant's failure to provide a completed annual affidavit letter are reasonable, the Deferred Annuity Portion payments may resume. No interest shall be paid by the Lottery on the value of the Prize or any payment thereof during any period that a Prize payment was not made due to failure of the Annuitant to provide an affidavit letter.
- f. In no event shall installment payments made in the Deferred Annuity Portion of the Annuity Option continue after the Annuitant's death.
- g. It shall be the Prizewinner'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. **Electronic Fund Transfer (EFT).** 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 12:00pm (noon) 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. **Commissions.** 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. **Bonuses.** The Retailer(s) selling a Jackpot Prize Winning Ticket shall receive a **\$30,000.00** bonus from the Lottery. The Retailer(s) selling a winning a Second Level Prize Winning Ticket shall receive a **\$10,000.00** bonus from the Lottery. The bonus shall be paid for each Jackpot and Second Level Prize winning Ticket sold. Bonuses paid shall not be confidential and are subject to the publicity requirements outlined in Section 4(k) of these Official Game Rules.
- d. **Offsets.** 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.