

**MINNESOTA STATE LOTTERY  
AMENDMENTS TO THE  
GAME PROCEDURES FOR THE LOTTO GAME  
“GOPHER 5®”**

**ADOPTED: NOVEMBER 12, 2010**

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The Minnesota State Lottery's Game Procedures for the Lotto Game, “GOPHER 5®” are amended, effective November 18, 2010, as follows:

1. Section 1.1, “Definitions”, Paragraph D., “Game Ticket” or “Ticket” is amended to read:
  - D. “Game Ticket” or “Ticket” means an acceptable evidence of play, which is a Ticket produced by an online a Terminal or a validly registered Subscription Play for the “GOPHER 5®” game.
  
2. Section 1.1, “Definitions”, is amended by adding the following Paragraphs to read:
  - N. “Subscription ACH Process” or “ACH Process” means the process where funds are electronically transferred from a player’s Minnesota bank account to the Lottery’s bank account to purchase a Subscription Play.
  
  - O. “Subscription Account Activation Email” or “Account Activation Email” means the electronic correspondence sent to a player from the Lottery confirming that the player has successfully registered for the Subscription Service.
  
  - P. “Subscription Claim Form” means the claim form that must be completed by the player and submitted to the Lottery to claim a prize from a Subscription Play of \$600.00 or more.
  
  - Q. “Subscription Effective Start Date” or “Effective Start Date” means the first drawing date for which a Subscription Play is effective.
  
  - R. “Subscription Expiration Date” or “Expiration Date” means the last drawing date for which a Subscription Play is effective.
  
  - S. “Subscription Group” or “Group” means two or more individuals sharing a Subscription Play.
  
  - T. “Subscription Group Manager” or “Group Manager” means the individual designated on a Group Subscription Play as the person acting on behalf of the Group.
  
  - U. “Subscription Play” means a play for the Lotto Game purchased through the Subscription Service.

- V. “Subscription Purchase Receipt Email” or “Purchase Receipt Email” means the electronic correspondence sent to the player from the Lottery confirming the Subscription Plays for each Lotto Game played through the Subscription Service, the Effective Start Date of the Plays, the Expiration Date for each Play, and the Game Numbers selected for each Play.
- W. “Subscription Service” means the service provided by the Lottery that permits a player to purchase a Lotto Game play for a period of time via the Lottery’s website subject to the terms and conditions of the Subscription Service Terms of Service.
- X. “Subscription Wallet” or “Wallet” means the account that the player has with the Lottery where the balance remaining from winnings less than \$600.00 is listed.
- Y. “Wallet Check Request Confirmation Email” means the electronic correspondence sent to the player from the Lottery confirming that the player has requested to receive a check for the total value in the player’s Wallet.
3. Section 2.0, “Game Description”, Paragraph B., amended to read:
- B. To play “GOPHER 5<sup>®</sup>”, a player selects a set of five (5) different numbers from the set of numbers one (01) through forty-seven (47) for input into a Terminal. The player may select a set by audibly communicating the five (5) numbers or “Quick Pick” to the Retailer or by marking five (5) numbered squares in any one (1) Game Board or “Quick Pick” on a Play Slip and submitting the Play Slip to the Retailer. The Retailer will then issue a ticket, via the Online Terminal, containing the selected set of numbers, each on which constitutes a game play. Tickets may also be purchased via the Subscription Service.
4. Section 2.1, “Claims” is amended to read:
- 2.1. Claims
- A ticket shall be the only proof of a game play or plays and the submission of a winning ticket to the issuing Lottery or an authorized retailer shall be the sole method of claiming a prize or prizes. A play slip has no pecuniary or prize value and shall not constitute evidence of ticket purchase or of numbers selected. A Terminal produced paper receipt or a Subscription purchase receipt produced by the Subscription Service has no pecuniary or prize value and shall not constitute evidence of a Ticket purchase or of numbers selected.
5. Section 2.2, “Cancellations”, Paragraph E., is amended to read:
- E. A ticket purchased from a player activated terminal or through the Subscription Service may not be canceled.

6. Section 2.5, "Play Slip and Ticket Characteristics and Restrictions", Paragraph B., is amended to read:

B. To purchase a ticket players shall, in addition to the purchase price, submit the completed play slip, or request number selection by Quick Pick to an authorized retailer to have issued a standard game ticket which shall contain the five number selections played in each game grid---the drawing date, amount bet and system control number data. This standard game ticket shall be the only valid proof of the bet placed, and the only valid receipt for claiming a prize. The standard game ticket shall only be valid for the drawing date printed on the ticket. Tickets may also be purchased via the Subscription Service.

7. A new section 2.7, "Purchase of "GOPHER 5" through the Subscription Service", to read:

2.7. Purchase of "GOPHER 5®" Through the Subscription Service

A. The Subscription Service permits an eligible player to purchase plays for Gopher 5® for a number of consecutive drawings over a stated period of time from the Lottery's website. To purchase a Subscription Play for Gopher 5® a player must register on the Lottery's web site at [www.mnlotterysubscription.com](http://www.mnlotterysubscription.com). In order to register a player must be at least 18 years of age or older, have a Minnesota mailing address and be resident of the United States.

B. To register for the Subscription Service a player must enter the information listed below on the registration page on the Lottery's website, [www.mnlotterysubscription.com](http://www.mnlotterysubscription.com). The address provided by the player must be within the State of Minnesota.

- 1) First and last name
- 2) Street address
- 3) City and state
- 4) Zip code
- 5) Phone number
- 6) Date of birth
- 7) Last four (4) digits of their social security number
- 8) Email address

C. Once the player has entered his or her personal information, the player will be required to select one (1) of twelve (12) site key images with text identifier and create a unique username and password. After a site key image has been selected and username and password created, the Lottery will send an Account Activation Email to the player. A player will be required to acknowledge receipt of the Account Activation Email in order to complete the Subscription registration. After the player has received and responded to the

Subscription Account Activation Email, in order to finalize the Subscription registration, the player must set a weekly spending limit at an amount between \$10.00 and \$50.00 per week. This spending limit may be changed at any time, although, if the spending limit is increased, it will not be effective for 24 hours after the change is made. Weekly limits are defined by Subscription Plays occurring each week, not the full value of the Subscription purchase.

- D. A player may ban themselves from purchasing any Subscription Purchases for a period of one (1) year, two (2) years, three (3) years or permanently by so indicating on the profile page. Once the player enters the appropriate information on the profile page the player will not be able to purchase any Subscription Plays for the period indicated by the player. The Lottery will not be liable if the player circumvents the system and purchases Subscription Plays despite the exclusionary period entered by the player.
- E. A Subscription Registration may be rejected by the Lottery if the player does not provide all of the information required by this section, the player does not have a mailing address within the State of Minnesota, is not a resident of the United States, is under 18 years of age or the Lottery cannot verify that the person is 18 years of age or older.
- F. To make a Subscription Play for the purchase a Ticket for Gopher 5® Lotto Game the player must select Gopher 5® Lotto Game, the type of play (Group or individual), the desired numbers or Quick Pick, the amount wagered per draw, and the number of weeks of the subscription (between six weeks and one year). Once a purchase of a Subscription Play is completed, the numbers selected for the Subscription Play may not be changed. Before the Subscription Play is processed the system will confirm that the player is making the purchase from a computer located within the State of Minnesota. Additional, the player must verify that he/she is within the State of Minnesota.
- G. Once the player has designated all of his/her Subscription Plays, the player will be required to enter certain bank account information, including the player's bank account number and routing number. The player's bank account must be from a bank located within the State of Minnesota. Purchases of Subscription Plays will only be permitted through the ACH Process. Purchase of Subscription Plays via credit or debit cards is not permitted. Once the purchase of the Subscription Play is completed, the player may not cancel the Subscription Play or change any of the Game Numbers that are a part of that Subscription Play. Any amount paid to the Lottery for a Subscription Play is nonrefundable.
- H. The Effective Start Date for any Subscription Play will be within 48 hours after completion of the purchase. The purchase of a Subscription Play will be denied if the player does not provide all of the required information or if the purchase is being made from a computer not located within the State of Minnesota. If the Subscription Play is accepted by the Lottery, the player

will receive a Subscription Purchase Receipt Email from the Lottery. The player should contact the Lottery if he or she does not receive a Subscription Purchase Receipt Email. If a payment attempt is denied by a bank for insufficient funds, the account was closed or for any other reason, the Lottery may charge the player a fee of \$30.00.

- I. A Subscription Play may be suspended by the Lottery if the payment is denied by the bank for insufficient funds or any other reason. Once a Subscription Play has been suspended, individual plays or wagers for that Subscription Play will no longer be placed by the Lottery. If a Subscription Play is suspended, the Lottery may, at its discretion, cancel the remaining wagers or Plays within that Subscription Play or reinstate the wagers or Plays if the player makes full payment of the amount owed, including any fees. If the Subscription Play is reinstated, the Subscription will be extended. During the period of any suspension, no further Subscription Play purchases will be allowed from that player.
  - J. The Lottery may terminate subsequent plays included in a Subscription Play if the Gopher 5® Lotto Game is changed so as to make the Subscription Play ineffective. In such event, the player may elect to receive a refund of the value of the remaining Gopher 5® Lotto Game plays to the player or apply the value of the remaining plays to the player's Wallet.
  - K. The Lottery will make every attempt to ensure transactions are processed. If there are system problems, neither the Lottery nor its vendors will be liable for the failure of an individual Subscription Play being processed. In such an instance, the Subscription will be extended.
  - L. Subscription Plays may not be transferred to another player.
  - M. To purchase Subscription Plays for a Group, the Group Manager must indicate the number of persons in the Group and list the name (first and last) of each member of the Group. The Group Manager must verify that each Group member is 18 years of age or older. Once a Group Subscription is purchased, the Group Manager may not change or delete members of the Group. A Group Manager is responsible for disbursing any funds in the Group Manager's Wallet to Group members.
8. Section 3.8, "Procedure for Claiming a Prize", is amended by adding the following Paragraphs to read:
- C. Prizes from a "Gopher 5®" Lotto Game Ticket purchased through the Subscription Service less than \$600.00 will be paid to the person who had submitted the Subscription Play and had registered with the Subscription Service. The player will be notified by email and the amount won will be listed in the player's Subscription Wallet. A player may elect to receive cash for the balance remaining in the player's Wallet by so indicating on the Wallet page on the Subscription website. Once the election has been made, the

player will receive a Wallet Check Request Confirmation Email and the Lottery will issue a check to the player for the total amount in the player's Wallet. A player may apply some or all of the funds in his/her wallet toward the purchase of future Subscription Plays. Money in a player's Wallet will not earn any interest. If there is no activity in a player's Subscription account for a period of three (3) years and there is a balance in the player's Wallet, the Lottery will notify the player regarding the player's balance. If there is no response from the player within thirty (30) days of such notification, the amount in the player's Wallet will be treated as unclaimed property under Minnesota law. The Lottery reserves the right to collect from a player's Wallet any amount owed to the Lottery due to nonpayment for a Subscription Play purchased by the player.

D. To claim a prize less than thirty thousand and one dollars (\$30,001.00), but greater than five hundred and ninety nine (\$599.00) from a Gopher 5® Ticket purchased through the Subscription Service, the player must, fill out a Subscription Claim Form, and mail it to the Minnesota State Lottery, P.O. Box 131000, Roseville, MN 55113. If the claim is validated by the Lottery, the check in the appropriate amount will be forwarded to the player less any applicable Federal and State withholding tax and debt owed under Minnesota Statutes 270A.03. In the event that the claim is not validated by the Lottery, the claim shall be denied and the player shall be notified promptly.

E. To claim a prize greater than thirty thousand dollars (\$30,000.00) from a Gopher 5® Ticket purchased through the Subscription Service, the player must fill out a Subscription Claim Form and present it at the Lottery's main office in Roseville, Minnesota. If the claim is validated by the Lottery, the check in the appropriate amount will be forwarded to the player, less any applicable Federal and State withholding tax and debt owed under Minnesota Statutes 270A.03. In the event that the claim is not validated by the Lottery, the claim shall be denied and the player shall be notified promptly.

9. Section 4.0, "Ticket Responsibility", is amended by adding a Paragraph to read:

E. When a Subscription Play is validly and properly registered with the Lottery the person who has registered the Subscription Play shall be the owner of the ticket and shall be entitled to any prize attributable thereto.

10. Section 4.1, "Ticket Validation Requirements", Paragraph A, "Valid Tickets", is amended by adding a clause to read:

11. A Ticket produced through the Subscription Service must meet all of the Lottery's confidential security checks.

11. Section 5.0, "Ticket Ownership", is amended to read:

- A. Until such time as a Subscription Play is property and validly registered with the Lottery, or until such time as a signature is placed upon the back portion of a ticket in the space designated therefor, a ticket shall be owned by the physical possessor of said ticket or for a Ticket purchased through the Subscription Service, the person who submitted the Subscription Play.
- B. When a Subscription Play is validly and property registered with the Lottery, or when a signature is placed on the back of the ticket in the space designated therefor, the player who has registered the ticket for a Ticket purchased through the Subscription Service, or whose signature appears in that area shall be the owner of the ticket and shall be entitled to any prize attributable thereto.
- C. Notwithstanding any name or names submitted on a claim form, the Director shall make payment to the player whose signature appears on the back of the ticket in the space designated therefor except as provided below.
- D. If more than one (1) name appears on the back of the ticket or more than one (1) person have agreed to share the prize and the prize being claimed is not for the Grand Prize (matching all 5 of the 5 numbers selected), the director will require that one (1) of those players whose name appears thereon or have agreed to share the prize be designated to receive payment.
- E. If more than one (1) name appears on the back of a Ticket or there is a valid agreement among more than one (1) person agreeing to share the prize, and the prize being claimed is for the Grand Prize (matching 5 of the 5 numbers selected), the Director may make payment to each person who is party ~~to a valid prize sharing agreement~~ that has agreed to share the prize.
- F. The Lottery shall not be responsible for lost or stolen game tickets.
- G. For Tickets purchased by a Group through the Subscription Service, the Director will make payment to each person who each person listed in the Group Subscription Play, so long as the prize being claimed is more than \$599.00. If the prize from a Group Subscription Play is less than \$600.00, the prize will be listed in the Group Manager's Wallet.

12. Section 6.0, "Governing Law", is amended to read:

6.0. Governing Law

In purchasing a ticket, the player agrees to comply with, and abide by, these game procedures for GOPHER 5<sup>®</sup>, Minnesota Statutes, Chapter 349A (the State Lottery Law), the Lottery's Prize Payment Rules, and all final decisions of the Director. In addition, if a Ticket is purchased through the Subscription

Service the player agrees to comply with and abide by the terms of service for the Subscription Service.