

Title 36
MARYLAND STATE LOTTERY AND GAMING CONTROL AGENCY
Subtitle 02 LOTTERY PROVISIONS

Chapter 04 Common Provisions for All Lottery Games

Authority: State Government Article, §§9-103, 9-104, 9-109—9-111, 9-122, and 9-124,
Annotated Code of Maryland

.01 Governing Law and Rules.

A. By purchasing a ~~[game]~~ ticket, a player agrees to comply with and abide by all:

- (1) Applicable laws and regulations;
- (2) Procedures implemented by the Director for conducting a lottery game;
- (3) Rules for that lottery game; and
- (4) Decisions of the Director.

B. A multi-jurisdictional game shall be governed by:

- (1) Applicable law and regulations;
- (2) The rules, procedures, and other documents concerning that game as agreed to by the jurisdictions offering that game; and
- (3) Agency provisions regarding the purchase and claiming of a ticket.

C. All decisions made by the Director shall be final and binding on ~~[all]~~ players and on ~~[all]~~ persons making claims ~~[with respect to them]~~.

.02 Ticket Purchaser Responsibilities.

A. At the time of purchase and if applicable, the purchaser of a ~~[lottery]~~ ticket is responsible for verifying that the information printed on the ticket accurately reflects:

- (1) The ~~[numbers, or other symbols by which winning is determined,]~~ game data that the purchaser wants to play if the purchaser ~~[is permitted to select]~~ selects their own ~~[numbers]~~ game data ~~[and has chosen to do so]; and~~
- (2) The drawing date and time, if applicable. ~~[; and~~
- (3) ~~That the correct ticket was purchased.]~~

B. The sole remedy for an inaccurate ticket shall be cancellation of that ticket, if permitted, as set forth in Regulation .04 of this chapter.

C. To receive a prize, a person holding a winning ticket shall submit to an authorized claiming location the ticket and all necessary documentation for claiming within 182 days after the ~~[date of the]~~ drawing date, the date of sale of a Fast Play game ticket, or the announced end of ~~[an instant ticket]~~ game.

1 **.03 Methods of Purchase.**

2 A. This regulation does not apply to instant ticket lottery machines under COMAR 36.02.09.

3 B. Playslips and ePlayslips.

4 (1) ~~[The following]~~ Playslips and ePlayslips are not valid as a receipt to claim a prize or
5 proof of purchase of a ticket. ~~[~~

6 (a) ~~A playslip; or~~

7 (b) ~~An ePlayslip.]~~

8 (2) If a playslip or an ePlayslip may be used to play a draw game, the playslip or ePlayslip
9 shall be available at no cost to the purchaser and may be used by the purchaser for selection of
10 ~~[numbers.]~~ game data.

11 (3) A playslip shall include instructions on how to complete the playslip.

12 (4) ~~[Except for monitor games, if]~~ If game play by playslip or ePlayslip is authorized and a
13 playslip or an ePlayslip is unavailable, the retailer ~~[shall]~~ may manually enter into the ~~[ticket]~~
14 terminal the ~~[numbers]~~ game data selected by the player.

15 ~~[(5) For monitor games, a retailer may require players to use a playslip or an ePlayslip.]~~

16 ~~(6)~~ (5) The Agency or a retailer may seize and destroy an invalid playslip.

17 ~~[B.]~~ C. Purchase by Playslip Through Retailer.

18 (1) ~~If [a game may be played using a playslip and]~~ the player chooses to play by playslip, the
19 purchaser shall present a completed playslip to the retailer.

20 (2) A player may play as many panels or play areas as are available on the playslip.

21 (3) A player shall mark all necessary areas on the playslip.

22 (4) If a player does not mark all necessary areas, the retailer shall return the playslip to the
23 player or the terminal may select ~~[numbers]~~ game data necessary to complete the playslip.

24 (5) A playslip shall be manually marked and may not be marked by an electromechanical,
25 electronic printing, or automated device.

26 (6) A playslip marked by a method other than a method authorized by this section shall be
27 invalid.

28 (7) A ticket produced by an invalid playslip is invalid.

29 ~~[C.]~~ D. Purchase by ePlayslip Through Retailer.

30 (1) ~~If [a game may be played using an ePlayslip and]~~ the player chooses to play by ePlayslip,
31 the ~~[purchaser]~~ player shall present a completed ePlayslip to the retailer.

32 (2) A player may play as many panels or play areas as are available on the ePlayslip.

33 (3) A player shall select all necessary areas on the ePlayslip.

1 ~~[(4) If a player does not select all necessary areas, the retailer shall return the ePlayslip to the~~
2 ~~player.~~

3 ~~(5) A ticket produced by an invalid ePlayslip is invalid.]~~

4 ~~[D.]~~ E. Purchase Using a Player-activated Terminal. If a game may be played using a player-
5 activated terminal, the player shall:

6 (1) Enter selections from the choices provided ~~[by the device]~~ on the player-activated
7 terminal screen; or

8 (2) Insert a playslip or scan an ePlayslip.

9 ~~[E.]~~ F. Purchase by Subscription.

10 (1) Subscription Plans.

11 (a) The Lottery may offer subscription plans.

12 (b) The Director shall determine the price of a subscription plan.

13 (c) The Director may reduce the price of a subscription plan for a specified ~~[period under~~
14 ~~a special purchase option]~~ number of drawings.

15 (d) The Director may cancel a subscription and issue a refund for the subscription based
16 on:

17 (i) Game changes; or

18 (ii) Ineligibility of a purchaser.

19 (2) Application for a Subscription ~~[Applications]~~.

20 (a) A player that wants to purchase ~~[purchaser of]~~ a Lottery subscription shall be a
21 resident of Maryland or ~~[use]~~ have a Maryland address ~~[for the]~~ to purchase a subscription
22 [application].

23 (b) If a game may be purchased by subscription, a subscription application ~~[form]~~ shall:

24 (i) Identify the game being played; and

25 (ii) Require the purchaser to supply identifying information as determined by the
26 Agency.

27 ~~[(e)]~~ (c) A subscription application ~~[form]~~ shall allow the purchaser to designate:

28 (i) The number of drawings or games to be played, or the length of the subscription;
29 and

30 (ii) If a game allows a player to select ~~[numbers]~~ game data, the player's decision to
31 supply particular ~~[numbers]~~ game data or to allow the ~~[Agency vendor's computer]~~ system to
32 select random ~~[numbers]~~ game data.

33 ~~[(e)]~~ (d) A subscription application may require the player to provide any other
34 information the Agency requires.

1 (3) Group Subscription Applications.

2 (a) An application for a subscription in the name of more than one person:

3 (i) Is a group subscription;

4 (ii) Shall designate a single group member to be the group manager;

5 (b) The group manager shall be:

6 (i) A Maryland resident or have a Maryland mailing address; and

7 (ii) Authorized to be the sole recipient of prizes up to an amount determined by the
8 Director.

9 (c) An application for a group subscription shall include identifying information for each
10 group member, as determined by the Agency.

11 (d) The application for a group will only be ~~[completed]~~ accepted if the application
12 ~~[form]~~ is fully completed and all ~~[requested]~~ required information is provided about each group
13 member.

14 (4) Confirmation of Subscription ~~[Email]~~.

15 ~~[(a)]~~ The Agency shall provide a subscription purchaser or, if a group purchaser, the
16 group's representative, a subscription confirmation email.

17 ~~[(b) A subscription confirmation email shall include information identifying the~~
18 ~~subscription, as determined by the Agency.]~~

19 (5) Subscription Play and Winning.

20 (a) A subscription player shall be automatically entered in each drawing or game during
21 the period when the subscription is active.

22 ~~[(b) The Agency shall monitor each subscription.]~~

23 ~~[(c)]~~ (b) The Agency shall pay ~~[Payment of]~~ subscription prizes ~~[shall be made]~~ as
24 provided for in COMAR 36.02.06.

25 (6) The Agency may allow a ~~[A]~~ subscription ~~[may be]~~ to be renewed ~~[as allowed by the~~
26 ~~Agency]~~.

27
28 **.04 Cancellation of Tickets.**

29 **A. Draw Games.**

30 (1) ~~[Unless cancellation is authorized by this regulation or the rules governing that ticket, a~~
31 ~~sale of a draw game ticket is final.]~~ Except as provided in § A(2) of this regulation, a draw game
32 ticket may be canceled.

33 (2) A draw game ticket may not be canceled in:

1 (a) A multi-jurisdictional game; [played with a draw game ticket may be cancelled only if
2 authorized by the rules governing that game.]

3 (b) Cash Pop; and

4 (c) Multi-Match.

5 (3) A ticket purchased at a player-activated terminal may not be ~~[cancelled]~~ canceled at the
6 PAT, but an eligible ticket may be canceled at a non-PAT terminal at the retailer where the ticket
7 was purchased.

8 (4) The Director may determine during certain promotions that tickets may not be
9 ~~[cancelled.]~~ canceled.

10 (5) A draw game ticket may be ~~[cancelled]~~ canceled only:

11 (a) By the same retailer from which the ticket was purchased;

12 (b) On the day of purchase;

13 (c) Before the designated cutoff time for the first drawing on the ticket; and

14 (d) If allowed by the game rules.

15 (6) Canceling a draw game ticket:

16 (a) Voids the ticket;

17 (b) Removes the ticket from the pool of tickets eligible for the drawing;

18 (c) Renders the ticket ineligible for entry into a loyalty platform or program; and

19 ~~[(e)]~~ (d) Results in the ticket being invalid and not eligible to win a prize.

20 (7) A retailer presented with a draw game ticket for cancellation shall cancel the ticket as
21 authorized by this regulation.

22 (8) When a retailer cancels a draw game ticket in accordance with this regulation, the retailer
23 shall:

24 (a) Ensure that the terminal issues a refund receipt in the amount of the purchase price of
25 the ticket;

26 (b) Keep the refund slip;

27 (c) Keep the ticket; and

28 ~~[(e)]~~ (d) Pay the player a refund equal to the purchase price of the ticket.

29 (9) The Agency is not obligated to pay a prize to the holder of a ~~[cancelled]~~ canceled ticket,
30 even if the ticket was ~~[cancelled]~~ canceled in error.

31 B. Instant Ticket Games. Unless the Director determines otherwise, an instant game ticket may
32 not be ~~[cancelled.]~~ canceled.

33 C. Fast Play Games. A Fast Play game ticket may not be ~~[cancelled.]~~ canceled.

1 **.05 ~~[Game]~~ Liability ~~[Limit.]~~ Limits.**

2 **A. Scope.**

3 (1) This regulation applies to a lottery game.

4 (2) This regulation does not apply to:

5 (a) An instant ticket lottery machine game; or

6 (b) A promotion.

7 **~~[A.] B. ~~[Definition.]~~ Definitions.~~**

8 (1) In this regulation, the following ~~[term has]~~ terms have the ~~[meaning]~~ meanings indicated.

9 (2) Term Defined.

10 ~~["Game liability limit" means the dollar amount at which winning tickets, if paid,~~
11 ~~would exceed the amount the Director deems to be in the Agency's best interests.]~~

12 (a) "Pick Game" means a Pick 3, Pick 4, and Pick 5 game.

13 (b) "Prize cap" means an upper limit of prize liability beyond which fixed prizes are
14 recalculated on a parimutuel basis.

15 (c) "Promotional prize limit" means the maximum payout for a single play during a sales
16 promotion

17 (d) "Sales limit" means the dollar amount established by the Director at which winning
18 tickets, if paid, would not be in the Agency's best interests.

19 **C. Pick Games.**

20 (1) There is a liability limit for a Pick Game.

21 (2) When the liability limit is reached for a number combination in a drawing, sales on the
22 number combination are no longer permitted.

23 **D. Draw Games Other Than a Pick Game.**

24 (1) If the fixed prize amount multiplied by the number of winners exceeds the prize cap,
25 prizes shall be calculated on a parimutuel basis.

26 (2) A jackpot prize is determined on a parimutual basis.

27 **~~[B. The]~~ E. Except for a multi-jurisdictional game, the Director may establish or modify for each**
28 **drawing of a game a:**

29 (1) ~~[a game liability]~~ Promotional prize limit ~~[for each drawing of a game and for each~~

30 ~~game.]~~

31 (2) Prize cap; or

32 (3) Sales limit.

~~C. A lottery ticket may not be issued if the ticket, if won, would exceed the game liability limit established by the Director for that drawing or game.]~~

.06 Agency Not Liable.

The Agency is not responsible or liable for:

- A. A ticket or entry that is lost, stolen, damaged, or destroyed;
- B. A ticket redeemed by a retailer in error;
- C. A winning number repeated, reported, or displayed in error, including by television, media, or by any other form of communication;
- D. An outdated or incorrect playslip, ePlayslip, or consumer game information;
- E. A claim, liability, injury, or property loss of any kind arising out of a player's, winner's, guest's, traveler's, or any other person's participation in:
 - (1) A lottery game ~~[of any kind]~~;
 - (2) A promotion;
 - (3) A drawing or a related event or occurrence; or
 - (4) The award, receipt, possession, use, misuse, or acceptance of a prize;
- F. Negligence or breach of obligation of a person other than the Agency, its employees, officials, or members; or
- G. Payment of a ticket not in accordance with this subtitle.

.07 No Endorsement.

By providing a prize or ~~[any]~~ a portion of a prize from a company or other person, the Agency has not endorsed the company or other person.

~~**.08 Reporting Death or Prize.**~~

~~The Agency may report to the Comptroller of Maryland and the Internal Revenue Service a lottery winner's name, win, winning amount, death, or any other permissible information.]~~