# 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, §§9-109—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, 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, that the purchaser wants to play **if the purchaser is permitted to select their own numbers and has chosen to do so**;

(2) The ~~date of the~~ drawing **date**; 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 or the announced end of game.

### .03 Methods of Purchase.

A. Playslips and ePlayslips.

(1) The following are not valid as a receipt to claim a prize or proof of purchase of a ticket:

(a) A playslip; or

(b) An ePlayslip.

(2) If a playslip or an ePlayslip may be used to play ~~an~~ ~~on-line~~ **a draw** game, the playslip or ePlayslip shall be available at no cost to the purchaser and may be used by the purchaser for selection of numbers.

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

(4) Except for monitor games, if game play by playslip or ePlayslip is authorized and a playslip or an ePlayslip is unavailable, the retailer shall manually enter into the ticket terminal the numbers selected by the player.

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

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

B. Purchase by Playslip **Through Retailer**.

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

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

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

(4) If a player does not mark all necessary areas, the retailer shall return the playslip to the player or the terminal may select numbers necessary to complete the playslip.

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

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

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

C. Purchase by ePlayslip **Through Retailer**.

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

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

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

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

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

D. Purchase Using a ~~Player Activated Terminal~~ **Player-activated Terminal**. If a game may be played using a ~~player activated terminal~~ **player-activated terminal**, the player shall:

(1) Enter selections from the choices provided by the device; or

(2) Insert a playslip or **scan** an ePlayslip ~~if the desired game accepts player-selected numbers~~.

E. Purchase by Subscription.

(1) Subscription Plans.

(a) The Lottery may offer subscription plans.

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

(c) The Director may reduce the price of a subscription plan for a specified period under a special purchase option.

(2) Subscription Applications.

(a) A purchaser of a Lottery subscription shall be a resident of Maryland or use a Maryland address for the subscription application.

~~(b) A gift recipient of a subscription shall be a Maryland resident or use a Maryland address for the subscription.~~

~~(c)~~**(b)** If a game may be purchased by subscription, a subscription application form shall:

(i) Identify the game being played; and

(ii) Require the purchaser to supply identifying information~~, including Social Security number,~~ as determined by the Agency.

(d) A subscription application form shall allow the purchaser to designate:

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

(ii) If a game allows a player to select ~~ticket~~ numbers, the player’s decision to supply particular numbers or **to** allow the ~~terminal~~ **Agency vendor’s computer** to select random numbers.

(e) A subscription application may require the player to provide any other information the Agency requires.

(3) Group Subscription Applications.

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

(i) Is a group subscription; **and**

~~(ii) Shall include at least one member who is a resident of Maryland; and~~

~~(iii)~~**(ii)** Shall designate a single group member ~~who is a Maryland resident to be the group’s representative~~ **to be the group manager;**

**(b) The group manager shall be:**

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

**(ii) authorized to be the sole recipient of prizes up to an amount determined by the Director.**

~~(b)~~**(c)** An application for a group subscription shall include identifying information for each group member, ~~including the member’s Social Security number~~, as determined by the Agency.

**(d) The application for a group will only be completed if the application form is fully completed and all requested information is provided about each group member.**

(4) Subscription ~~Membership Card~~ **Email**.

(a) The Agency shall provide a subscription purchaser or, if a group purchaser, the group’s representative, a subscription ~~membership card~~ **confirmation email**.

(b) A subscription ~~membership card~~ **confirmation email** shall include information identifying the subscription, as determined by the Agency.

(5) ~~Determining~~ Subscription Play and Winning.

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

(b) The Agency shall monitor each subscription.

(c) Payment of subscription prizes shall be made as provided for in COMAR 36.02.06.

(6) A subscription may be renewed **as allowed by the Agency**.

### .04 Cancellation of Tickets.

A. ~~On-Line~~ **Draw** Games.

(1) Unless cancellation is authorized by this regulation or the rules governing that ticket, a sale of ~~an on-line~~ **a draw** game ticket is final.

(2) A multi-jurisdictional game played with ~~an on-line~~ **a draw** game ticket may be cancelled only if authorized by the rules governing that game.

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

(4) The Director may determine during certain promotions that tickets may not be cancelled.

(5) ~~An~~ ~~on-line~~ A **draw** game ticket may be cancelled only:

(a) By the same retailer~~, at the same terminal~~ from which the ticket was purchased;

(b) On the day of purchase;

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

**(d) If allowed by the game.**

~~(d) If the cancellation is completed prior to the first drawing on the ticket.~~

(6) Canceling ~~an~~ ~~on-line~~ **a draw** game ticket:

(a) Voids the ticket;

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

(c) Results in the ticket being invalid and not eligible to win a prize.

(7) A retailer presented with ~~an~~ ~~on-line~~ ~~game~~ ~~lottery~~ **a draw** game ticket for cancellation shall cancel the ticket as authorized by this regulation.

(8) When a retailer cancels ~~an~~ ~~on-line~~ **a draw** game ticket in accordance with this regulation, the retailer shall:

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

(b) Keep the refund slip; and

(c) Pay the player a refund equal to the purchase price of the ticket.

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

B. Instant Ticket Games. Unless the Director determines otherwise, an instant game ticket may not be cancelled.

### .05 Game Liability Limit.

A. Definition.

(1) In this regulation, the following term has the meaning indicated.

(2) Term Defined. “Game liability limit” means the dollar amount at which winning tickets, if paid, would exceed the amount the Director deems to be in the Agency’s best interests.

B. The Director may establish a game liability limit for each drawing of a game and for each game.

### 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 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.