

Section I
Notice of Development of Proposed Rules
and Negotiated Rulemaking

DEPARTMENT OF JUVENILE JUSTICE

Detention Services

RULE NOS.:	RULE TITLES:
63G-2.014	Definitions
63G-2.019	Security
63G-2.022	Behavior Management and Disciplinary Treatment

PURPOSE AND EFFECT: The amendments clarify and streamline provisions addressing behavior management and behavioral confinement, as well as correct the organization and placement of specified security items in the secure detention rule.

SUBJECT AREA TO BE ADDRESSED: Behavior management, behavioral confinement and the limited use of mechanical restraints are addressed.

RULEMAKING AUTHORITY: 985.601(9)

LAW IMPLEMENTED: 985.601(9)(b)

A RULE DEVELOPMENT WORKSHOP WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW:

DATE AND TIME: Tuesday, July 14, 2020, 10:00 a.m.

PLACE: DJJ Headquarters, 2737 Centerview Drive, General Counsel's Conference Room 3223, Tallahassee, Florida. For information about participation by telephone, contact John Milla at (850)921-4129.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE DEVELOPMENT AND A COPY OF THE PRELIMINARY DRAFT, IF AVAILABLE, IS: John Milla, 2737 Centerview Dr., Ste. 3200, Tallahassee, FL 32399-3100, e-mail: john.milla@djj.state.fl.us

THE PRELIMINARY TEXT OF THE PROPOSED RULE DEVELOPMENT IS AVAILABLE AT NO CHARGE FROM THE CONTACT PERSON LISTED ABOVE.

Section II
Proposed Rules

WATER MANAGEMENT DISTRICTS

South Florida Water Management District

RULE NOS.:	RULE TITLES:
40E-7.668	Policy
40E-7.669	Definitions
40E-7.670	Competitive Solicitation Preferences
40E-7.672	Compliance
40E-7.673	Certification Eligibility - Small Business Enterprise
40E-7.674	Certification Review Procedures
40E-7.675	Recertification Review Procedures
40E-7.676	Decertification
40E-7.677	Reciprocity
40E-7.678	Administrative Hearings

PURPOSE AND EFFECT: The purpose of this amendment is to further clarify and define the District's Small Business Enterprise Contracting Program, which supports small businesses.

SUMMARY: The changes include: refining the definitions, modifying competitive solicitation preferences to remove Bid Equalization, allowing for the waiver or deferring of goals in certain solicitations and work order proposals, decertifying an SBE if the SBE is in material breach of its contract or if SBE causes its prime contractor to be in material breach, adding registration requirement with the Florida Department of State, Division of Corporations, clarifying the documentation required to demonstrate certification eligibility, enhancing the process for certification and recertification review, providing that any District SBE certified as a result of reciprocity with another Florida government agency is certified for a 3-year period.

SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS AND LEGISLATIVE RATIFICATION:

The Agency has determined that this will not have an adverse impact on small business or likely increase directly or indirectly regulatory costs in excess of \$200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the Agency.

The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is required, the information expressly relied upon and described herein: The District has completed the form "Is a SERC Required?" for the Governor's Office of Fiscal Accountability and Regulatory Reform (OFARR), and has prepared a summary of the proposed rule amendments, which are both available upon request. Based on the completed "Is a SERC Required?"

form, the summary, and the analysis performed by the District in preparing and completing those documents, the proposed rule amendments are not expected to require legislative ratification pursuant to subsection 120.541(3), F.S.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

RULEMAKING AUTHORITY: 373.044, 373.113 Florida Statutes

LAW IMPLEMENTED: 373.1135 Florida Statutes

IF REQUESTED WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW (IF NOT REQUESTED, THIS HEARING WILL NOT BE HELD):

DATE AND TIME: The Governing Board of the South Florida Water Management District will discuss and consider District business, including regulatory and non-regulatory matters. The public and stakeholders will have an opportunity to view and comment on the meeting by utilizing the Governing Board Monthly Meeting link provided on the District’s website www.SFWMD.gov/meetings, which will go live shortly before 9:00 a.m. on August 13, 2020. All of this meeting will be conducted via media technology. The Governing Board may take official action at the meeting on any item appearing on the agenda and on any item that is added to the agenda as a result of a change to the agenda approved by the presiding officer of the meeting pursuant to Section 120.525, Florida Statutes.

Date/Time: Thursday, August 13, 2020, 9:00 a.m. Governing Board Monthly Meeting

Location: This meeting will be conducted via Zoom, a media technology free for the public to use. A link will be provided on the District’s website at www.SFWMD.gov/meetings.

PLACE:

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: The South Florida Water Management District Clerk’s office of the South Florida Water Management District located at 3301 Gun Club Road, West Palm Beach, FL 33416, 1(800)432-2045 ext. 6805 or (561)682-6805. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: Johanna Labrada, Procurement Bureau Chief, South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33416-4680, telephone 1(800)432-2045 ext. 2520 or (561)682-2520, or by email at jlbrad@sfwmd.gov. For Procedural questions please contact

Charron Follins Senior Paralegal, South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33416-4680, telephone 1(800)432-2045 ext. 6293 or (561)682-6293 or by email cfollins@sfwmd.gov.

THE FULL TEXT OF THE PROPOSED RULE IS:

40E-7.668 Policy.

(1) The rules under this Small Business Enterprise Contracting Program (the “Program”) establish policies and procedures designed to help small businesses, including those owned by women and minorities, to participate in the South Florida Water Management District’s (“District”) procurement and contract activities.

(2) through (3) No Change.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1135 FS. History—New 8-3-06 Amended_____.

40E-7.669 Definitions.

(1) “Affiliate Business” means a business that is a subsidiary of or owned in part by another business concern. Entities are affiliates of each other when one impacts the other by sharing resources, officers, or directors that have a percentage of ownership, or controls or has the power to control the other, or a third party or parties controls or has the power to control both. It does not matter whether control is exercised, so long as the power to control exists.

(2) “Applicant” ~~an~~ is defined as the business entity that is seeking District Certification or Recertification. A business is any entity which complies with all statutes and regulations, specifically, any corporation, limited liability company, partnerships, general partnerships, limited partnerships, other for-profit entities, engaging in commerce, including but not limited to manufacturing or a service with a federal tax identification number.

(3) “Certification” or “Recertification” means the process by which the District determines that a business meets the District’s criteria for a Small Business Enterprise (SBE).

(4) “Commodity Code” A numeric system designed to list commodities or services by classes and sub-classes. A numeric identifier of supplies, materials, goods, merchandise, equipment or other tangible personal property (purchase or lease), including ~~the~~ contractual services.

(5) “Decertification” is the process in which the District shall determine that an SBE no longer complies with the District Certification criteria.

(6) “District Small Business Enterprise” means a business certified by the District in either construction, commodities, services or a combination thereof whose 3-year average gross receipts, including Affiliate Businesses, shall not exceed \$13 million if the business provides construction, \$5 million if the business provides commodities, and \$6 million if the business provides services. A District SBE is registered to do business

with the State of Florida through the Division of Corporations and holds the appropriate license(s) required by law to do business in the state of Florida.

(7)(5) “Government Agency” means any state, county, regional or local government in Florida.

(8)(6) “Gross Receipts” means the total sales for the Applicant as specified in its Federal tax return or if it is a new company which has not filed a Federal tax return, in its audited financial statement before deductions for returned items, allowances, and discounts.

(9)(7) “Industry Categories” means construction, commodities and services.

(10)(8) “Non SBE Prime” means a business not currently certified by the District as a Small Business Enterprise which submits a bid or proposal for the purpose of being awarded a legally-binding ~~legally binding~~ agreement as a Prime Contractor for the performance of work at a mutually agreed-upon ~~agreed upon~~ price in accordance with agreed-upon ~~agreed upon~~ terms and conditions with the District.

(11)(9) “Prime Contractor” means any individual or contracting entity with whom the District has entered into a legally binding agreement for performance of work at a mutually agreed-upon ~~agreed upon~~ price in accordance with agreed-upon ~~agreed upon~~ terms and conditions.

(12) “Reciprocity” means the SBE Certification by the District of an Applicant who is actively certified by another Florida government agency.

(13)(40) “Responsible” means a business that is capable in all respects of fully performing the contract requirements and which has the integrity and reliability that will assure good faith performance.

(14)(41) “Responsive” with respect to bidders, bids, or proposals means a business’s bid or proposal conforms in all material respects to the invitation to bid or request for proposal including all SBE goals set forth. ~~means a business’s bid or proposal conforms in all material respects to the invitation to bid or request for proposal.~~

(12) “District Small Business Enterprise (SBE)” means a business certified by the District, whose three (3) year average gross receipts, including affiliates, shall not exceed \$13 million if the business provides construction, \$5 million if the business provides commodities, and \$6 million if the business provides services. Additionally, a District Small Business Enterprise is licensed to do business in the State of Florida if the business requires a license.

(15)(43) “SBE Prime” means a business certified by the District as a small business that submits a bid or proposal for the purpose of being awarded a legally binding agreement as an SBE Prime ~~c~~Contractor for the performance of work at a mutually agreed-upon ~~agreed upon~~ price in accordance with

agreed-upon ~~agreed upon~~ terms and conditions with the District.

(16) “SBE Subcontractor” means a business certified by the District having a direct contract with a contractor or with any other Subcontractor for the performance of a part of the work.

(17) “SBE Utilization Plan” means Form No. 0956 Small Business Enterprise Subcontractor Participation Schedule and Form No. 0957, Statement of Intent to Perform as a Small Business Enterprise Subcontractor, both forms are incorporated by reference in paragraph (2)(a) of Rule 40E-7.670 F.A.C.

(18) “Subsidiary” is defined as a company that is owned or controlled by another company.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1135 FS. History—New 8-3-06, Amended 8-29-07, 8-29-13 Amended_____.

40E-7.670 Competitive Solicitation Preferences.

The Small Business Enterprise Contracting Rule in this part provides for 2 ~~three types of~~ Competitive Solicitation Preferences designed to assist small businesses. ~~The Bid Equalization, Sheltered Market and Subcontracting Requirements are outlined below.~~ The District may waive or adjust SBE requirements in any solicitation.

(1) Bid Equalization. This process enables the District to award a contract to an SBE Prime even though the SBE Prime was not the low bidder as long as the SBE Prime's bid was within a predetermined percentage of the lowest Non-SBE Prime's responsive, and responsible bid. Bid Equalization preferences are used only in construction solicitations.

Prior to solicitation, the District must determine whether to use the Bid Equalization preference. Should the District choose to use this preference, the District must first obtain the District engineer's estimate for the construction work being contemplated in the solicitation. Based on the estimate, the District will establish the percentage preference to apply in the solicitation.

The percentages will be applied as follows:

(a) For contracts with an estimated value of \$2,000,000 or more, the District shall implement a maximum bid adjustment of one percent (1%).

(b) For contracts with an estimated value of more than \$500,001 but less than \$2,000,000, the District shall implement a maximum bid adjustment of five percent (5%).

(c) For contracts valued at \$500,000 or less, the District shall implement a maximum bid adjustment of ten percent (10%).

(d) The solicitation language shall clearly state that based on the District's estimate, a certain percentage preference will be applied to an SBE Prime, if the SBE Prime meets all of the requirements for the preference. For example, if the District

engineer's estimate for a construction project is \$100,000, the District shall establish a 10% preference for an SBE Prime. If a Non-SBE Prime is the lowest responsive and responsible bidder at \$100,000 and the next lowest responsive and responsible bid is by an SBE Prime at \$103,000, the SBE would be provided the ten percent preference and be awarded the contract at \$103,000. The SBE Prime's bid was only \$3,000 greater than the Non-SBE Prime. Therefore the SBE Prime was 3% over and well within 10% of the lowest Non-SBE Prime's responsive and responsible bid and able to take advantage of the preference to obtain the contract award.

(e) ~~The Bid Equalization does not apply to bids let under the Sheltered Market Program or when all bids received are from SBE Primes.~~

(1)(2) Sheltered Market Program. The District may provide for sheltered markets to allow only SBE's to bid on designated solicitations. In order to designate a sheltered market, the District must identify at least 3 SBEs available to perform work within the industry identified in the solicitation.

(2)(3) Subcontracting Requirements.

(a) Bids – The District shall set subcontracting goals for all bids based on availability of vendors registered with the District, including SBE firms able to perform work within specific Ceommodity Ceodes. The SBE goals shall be applied as a percentage of the total contract value to be assigned to SBE firms. The maximum SBE goal that will be applied to any solicitation will be 25%. When an SBE goal is set bidders shall provide work to one or more SBEs in order to meet the goal. At the time of submittal of its bid, the bidder shall identify all SBE firms which will be utilized as subcontractors, by using Form No. 0956, "Small Business Enterprise Subcontractor Participation Schedule" effective (August 29, 2013)

(<http://www.flrules.org/Gateway/reference.asp?No=Ref-03066>). All bids submitted where SBE participation is required, shall include Form No. 0957, "Statement of Intent to Perform as a Small Business Enterprise Subcontractor" effective (August 29, 2013),

(<http://www.flrules.org/Gateway/reference.asp?No=Ref-12034>). ~~This F~~orm No. 0957 shall be signed by the SBE subcontractor, Form Nos. 0956 and 0957, together called the SBE Subcontractor Utilization Plan, must reflect the parties' intent to establish a business relationship as well as the type of work and percentage of work that the SBE subcontractor will perform. Failure to submit any of the information as required on Form Nos. 0956 and 0957 ~~herein~~ shall lead to the bid being deemed non-Responsive. Forms Nos. 0956 and 0957 are incorporated by reference herein and are available at no cost by contacting the South Florida Water Management District Clerk's Office, South Florida Water Management District,

3301 Gun Club Road, West Palm Beach, FL 33406, 1(800)432-2045, ext. 68056436, or (561)682-6805682-6436.

Any bidder failing to meet the established goal shall be deemed non-Responsive nonresponsive. ~~If an SBE Prime intends to subcontract work to an SBE subcontractor, the SBE Prime must submit the aforementioned forms at the time of submitting its bid or be deemed non-responsive. If the prime bidder is an SBE Prime, only Form 0956 must be submitted with its bid. intends to perform 100% of the work, the SBE Prime does not have to submit the aforementioned forms.~~

(b) Standard Proposals – For solicitations where a contract is awarded based on an evaluation criteria, and where the scope of work is clearly defined, the District shall determine subcontracting goals for each solicitation based on availability of SBE firms as stated above in Paragraph Section (2)(3)(a). The maximum goal that will be applied to any solicitation will be 25%. The goals shall be applied as a percentage of the total contract value to be assigned to SBE firms. Any proposer failing to meet the established goal shall be deemed non-Responsive. At the time the proposal is submitted, the proposer shall identify all SBE firms (if any) which will be utilized as subcontractors, by using Form No. 0956, "Small Business Enterprise Subcontractor Participation Schedule," incorporated by reference in paragraph (2)(3)(a) herein. All proposals with SBE subcontractor participation shall include Form No. 0957, "Statement of Intent to Perform as a Small Business Enterprise Subcontractor," also incorporated by reference in paragraph (2)(3)(a) herein. Form 0957 This form shall be signed by the SBE subcontractor. ~~Form Nos. 0956 and 0957 together called T~~he SBE Subcontractor Utilization Plan must reflect the parties' intent to establish a business relationship as well as the type of work and percentage of work that the SBE subcontractor will perform. If the prime proposer is an SBE Prime only Form No. 0956 must be submitted with its bid. If an SBE Prime intends to subcontract work to an SBE subcontractor, the SBE Prime must submit the aforementioned forms at the time of submitting its proposal. Any non-SBE Prime contractor who fails to meet the established goal shall be deemed non-responsive.

(c) Work Order Proposals – For solicitations where a contract is awarded based on evaluation criteria and where the scope of work is not clearly defined resulting in work order contracts, such solicitations shall require proposers to commit to SBE goals assigned to individual work orders issued throughout the term of the contract. will not contain a goal, but shall require proposers to commit to goals assigned to individual work orders issued throughout the term of the contract. The goal for individual work orders will be based on availability of SBE firms as provided stated above in paragraph (2)(3)(a). The maximum goal that will be applied to

any work order will be 25% unless the Prime Contractor has failed to meet prior SBE goals, in which case the maximum goal may exceed 25%. At the time the proposal is submitted, the proposer shall identify all proposed SBE firms that will be utilized as subcontractors.

At the time a work order with an SBE goal is assigned, the Prime Contractor shall submit a cost proposal, and identify all SBE subcontractors and the percentage of work that the SBE subcontractor(s) will perform by using Form No. 0956, “Small Business Enterprise Subcontractor Participation Schedule,” incorporated by reference in paragraph ~~(2)(3)~~(a) herein. All cost proposals shall also include Form No. 0957, “Statement of Intent to Perform as a Small Business Enterprise Subcontractor,” also incorporated by reference in paragraph ~~(2)(3)~~(a) herein. Form No. 0957 ~~This form~~ shall be signed by the SBE subcontractor. A work order will not be executed with a Prime Contractor whose cost proposal does not meet the established goal for that work order. The District may waive or defer the SBE goal in any particular work order at its discretion. If the District defers the SBE goal, the Prime Contractor will be required to increase SBE participation in subsequent work orders to compensate for the lack or participation in the initial assigned work order. In addition, failure to meet the goal set by the District for an executed work order will result in a breach of contract by the Prime Contractor.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1135 FS. History—New 8-3-06, Amended 8-29-07, 8-29-13 Amended

40E-7.672 Compliance.

The District shall monitor and evaluate Program performance and compliance as follows:

(1) through (3) No Change.

(4) Prime Contractors must notify the District when the need to add or replace an SBE subcontractor arises and shall provide a completed Form No. 1373, “Small Business Enterprise Subcontractor Revised Participation Schedule” effective, (August 29, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03067>), which contains an explanation of the addition or replacement of the SBE subcontractor. Form 1373 is incorporated by reference herein and a copy can be obtained at no cost by contacting the South Florida Water Management District Clerk’s Office, South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33406, (800) 432-2045, ext. ~~6805 6436~~, or ~~(561)682-6805 (561)682-6436~~. In addition, a completed Form No. 0957, “Statement of Intent to Perform as a Small Business Enterprise Subcontractor,” incorporated by reference in paragraph 40E-7.670~~(2)(3)~~(a), F.A.C., must be submitted if applicable.

(5) Failure of the Prime Contractor to meet its SBE requirements in a District contract will be a factor considered by the District when the District makes its responsibility determinations for future District contract awards and when the District considers whether to place a contractor on the Temporary or Permanent Suspension List under Rule 40E-7.218, F.A.C.

(6) Each District contract awarded with SBE participation shall contain a provision incorporating the rules under this part by reference and a statement that failure to comply with the requirements of the bid or proposal submitted to the District by a contractor shall be considered a material breach of contract which may result in suspension or debarment of the firms or individuals involved pursuant to Chapter 40E-7, F.A.C.

(7) If an SBE Prime contractor is in material breach of its contract with the District, as defined in subsection 40E-7.215(5) F.A.C., the SBE Prime contractor shall be decertified.

(8) If an SBE subcontractor causes Prime Contractor to be in material breach of its contract with the District, as defined in subsection 40E-7.215(5) F.A.C., including, but not limited to, performance delay, the SBE subcontractor shall be decertified.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1135 FS. History—New 8-3-06, Amended 8-29-13 Amended

40E-7.673 Certification Eligibility – Small Business Enterprise.

District staff shall have the authority to accept, review, approve, certify, decertify and deny applications for SBE Certification. ~~An Applicant’s business~~ must be registered with the District as a vendor prior to submitting an application for Certification.

(1) Applicant’s ~~businesses~~ shall submit applications for SBE Certification using Form No. 1231, “SBE Certification Application”, (<http://www.flrules.org/Gateway/reference.asp?No=Ref-12032>) effective August 3, 2006, which is incorporated by reference herein and is available at no cost by contacting the South Florida Water Management District Clerk’s Office, South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33406, (800) 432-2045, ext. 6805, or (561) 682-6805, which is herein hereby incorporated by reference and which can be obtained from the District upon request. Mailing addresses must include the number, name of the street, suite number, if any, city and correct zip code. A post office box will not be acceptable absent a street address.

(2) To establish small business eligibility, that it is a small business, the Applicant shall:

(a) Provide documentation to demonstrate that the ~~3- three~~ ~~(3)~~ year average gross receipts of the Applicant, ~~business~~

~~concern~~, together with its Affiliate Business affiliates, does not exceed \$13 million for Construction, \$5 million for Commodities, and \$6 million for Services. In determining the gross receipts of the business and its Affiliate Business affiliates, the District shall consider the ~~3~~ three (3) federal tax returns filed by the Applicant for the ~~3~~ three (3) years immediately preceding ~~their~~ application submittal. If ~~3~~ the Applicant has not filed three (3) federal income tax returns have not been filed for the ~~3~~ three (3) years immediately preceding ~~their~~ application submittal, then the Applicant must submit a financial statement, for any of the ~~3~~ three (3) years immediately preceding the application in which the Applicant did not file a federal income tax return(s). The financial statement must be prepared by a Certified Public Accountant as defined by Section 473.301, F.S., not employed by the Applicant, but retained for the purpose of preparing financial statements for the Applicant. Applicants in business less than ~~one (1)~~ year shall ~~are to~~ submit an opening balance sheet and income statement for the months in which ~~it was~~ they were in business. The opening balance sheet and income statement must be submitted on letterhead from the Applicant's Certified Public Accountant.

(b) The ~~A~~ applicant must demonstrate that the business is ~~it is~~ licensed as required by law to do business in the State of Florida if the business requires a license.

(c) ~~An~~ The Applicant ~~shall~~ may only have ~~only 1~~ one (1) business certified with the South Florida Water Management District.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1135 FS. History—New 8-3-06, Amended

40E-7.674 Certification Review Procedures.

(1) Upon receipt by the District, all applications for SBE Certification shall be screened to ensure appropriate signature and completeness. The application must be signed by the individual with the authority to bind the Applicant.

(2) Within ~~60~~ sixty (60) days following receipt of the application, the District will request that the Applicant ~~business to~~ furnish omitted items or additional information, if any. All requested information must be received by the District within ~~60~~ sixty (60) days from the date of the request or the Applicant will be deemed ineligible for Certification. Applicants may however, re-apply.

(3) Applicants determined eligible shall receive Certification as an SBE from District staff. Once certified, ~~an~~ Applicant shall remain certified for a period of ~~3~~ three (3) years. If the Applicant does not adhere to the District's SBE Program they will be subject to decertification, unless the applicant fails to follow this rule and is sanctioned pursuant to the rule. The District retains the right to re-evaluate the Certification of any business at any time.

(4) Applicants determined ineligible shall receive a notification from the District. Ineligible Applicants receiving this notification of ineligibility shall not be eligible to submit a new applications until for 180 days after District notification. the date of the notice denying certification.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1135 FS. History—New 8-3-06, Amended 8-29-07, 8-29-13, Amended

40E-7.675 Recertification Review Procedures.

(1) Applications for Recertification shall be submitted using Form No., 1232 "SBE Application for Recertification", effective August 3, 2006,

(<http://www.flrules.org/Gateway/reference.asp?No=Ref-12033>), which is incorporated by reference herein and is available at no cost by contacting the South Florida Water Management District Clerk's Office, South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33406, (800) 432-2045, ext. 6805, or (561) 682-6805, which is hereby incorporated by reference and available from the District upon request.

(2) The District ~~may~~ will notify SBEs no later than ~~60~~ sixty (60) days before the end of the Certification period that the SBE's Certification is about to expire. Regardless of notification, SBE is responsible to timely apply for Recertification. If the Recertification application document is no longer applicable because of changes to the Applicant's business, the SBE shall notify the District in writing of the changes to its company. If the SBE is unable to use the recertification document because of changes to the applicant's business, the SBE shall notify the District in writing of the changes to its company. The District shall determine if the company still complies with the Certification criteria set forth in Rule 40E-7.673, F.A.C. Recertification requests must be filed with the District no later than the last effective date of the current Certification period.

(3) Upon receipt, all Recertification requests shall be given an initial screening to ensure appropriate signature and completeness. Within ~~60~~ sixty (60) days following initial receipt of the Applicant's Recertification request, the District will request the Applicant to furnish omitted or additional information. If the requested information or items are not received by the District within ~~60~~ sixty (60) days from the date of the request, the District will deny the application for Recertification.

(4) Recertification shall be granted when the Applicant has complied with recertification and review procedures ~~this rule~~ and substantiates continued eligibility for SBE status.

(5) Applicants deemed eligible shall receive a Recertification letter, stating the length of time for which the business has been re-certified and the specialty areas of the business. The ~~Once recertified, an~~ Applicant shall remain

certified for a period of ~~3~~ three (3) years unless the Applicant is decertified. ~~District determines that the applicant no longer meets the eligibility requirement of this Rule.~~ The District retains the right to reevaluate the Certification of any SBE business at any time.

(6) Applicants determined ineligible for Recertification shall receive a letter citing which ~~the~~ specific criteria of Rule~~subsection~~ 40E-7.673(2), F.A.C., that they failed to meet and advising that they shall not be eligible to submit new applications until 180 days after the date of the notice or the District's final agency order denying Recertification.

(7) If an application for Recertification is timely submitted, an SBE shall remain certified until the District has made a determination concerning eligibility.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1135 FS. History—New 8-3-06, Amended 8-29-13 Amended

40E-7.676 Decertification.

~~Decertification is the process by which the District shall take steps to retract a business's certification as an SBE. The~~ Decertification of an SBE shall occur when the District determines that an SBE no longer complies with the District's Certification criteria. The District will also Decertify an SBE if the District learns that the SBE submitted false information in order to obtain SBE Certification. The District may also decertify an SBE if the SBE materially breaches its contract with the District as defined in subsection 40E-7.215(5) F.A.C. Further, an SBE subcontractor will be decertified if it causes a Prime Contractor to materially breach its contract with the District as defined in subsection 40E-7.215(5) F.A.C., including, but not limited to, performance delay.

(1) District staff shall inform the SBE in writing by certified mail, return receipt requested, of the facts or conduct which formed the basis for Decertification.

(2) The Decertification notice issued by the District shall contain:

(a) The statutory provisions(s) or rules(s) of the Florida Administrative Code which the District alleges the SBE violated; and

(b) The specific facts or conduct relied upon to justify the Decertification; and

(c) A statement that the firm has the right to file a request for an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., within 21 days of receipt of the Decertification notice; and

(d) A statement that the Decertification shall become conclusive and final agency action if no request for a hearing is filed with the District Clerk's office within 21 days from receipt of the Decertification notice.

(3) If the Applicant firm fails to file a request for a hearing within 21 days after receipt of the notice, the Decertification shall become ~~conclusive and~~ final agency action.

(4) If the SBE files a request for an administrative hearing, the SBE firm shall remain certified unless and until a Final Order is issued by the District Decertifying the SBE firm after an administrative hearing.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1135 FS. History—New 8-3-06 Amended

40E-7.677 Reciprocity.

Reciprocal Certification shall be granted to an Applicant ~~businesses that is which are~~ certified by another ~~other~~ Florida Government agency, Agencies provided that the agency has a small business program, including those owned by women and minorities, and that the applicant business is certified as a small business by that agency. The Applicant shall provide the District with official documentation stating that provides the Certification and expiration dates. Once certified, Applicant shall remain certified with the District for a period of 3 years. The District reserves the right to request any additional documentation to verify or clarify the authentication of the information provided.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1135 FS. History—New 8-3-06, Amended 8-29-13 Amended

40E-7.678 Administrative Hearings.

If an Applicant business believes it has been wrongly denied Certification, or Recertification, or that it has been inappropriately Decertified as an SBE, it may file a request for hearing pursuant to Sections 120.569 and 120.57, F.S., by submitting a petition in accordance with Chapter 28-106, F.A.C., within 21 days of receipt of Notice of Denial of Certification or Recertification or Notice of Decertification as a District SBE.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1135 FS. History—New 8-3-06 Amended

NAME OF PERSON ORIGINATING PROPOSED RULE:
Johanna Labrada

NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: South Florida Water Management District Governing Board

DATE PROPOSED RULE APPROVED BY AGENCY HEAD: June 11, 2020

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAR: April 30, 2020

Section III
Notice of Changes, Corrections and
Withdrawals

NONE

Section IV
Emergency Rules

DEPARTMENT OF THE LOTTERY

RULE NO.: RULE TITLE:
53ER20-40 POWERBALL®

SUMMARY: This emergency rule sets forth the provisions for the conduct of the lottery Draw game, POWERBALL®, and modifies provisions of Rule 53ER20-28 identified during a rule review conducted in connection with the Florida Lottery’s launch of the new Florida Lottery Mobile Convenience App. THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

THE FULL TEXT OF THE EMERGENCY RULE IS:
53ER20-40 POWERBALL®.

(1) Introduction. The Florida Lottery entered into an Agreement with other Party and Member Lotteries and has joined the Multi-State Lottery Association (“MUSL”) to sell a lottery Draw game known as POWERBALL®. The POWERBALL game is conducted by the Florida Lottery under the conditions of the MUSL Agreement, MUSL Rules, the Multi-State Lottery Association Powerball® Group Rules (“MUSL PB Rules”), effective 4/22/20, the laws of the State of Florida and this Emergency Rule. The conduct and play of the POWERBALL game in Florida must conform to MUSL PB Rules. Unless otherwise provided by law, if any part of this rule, or any other rule in Chapter 53 of the Florida Administrative Code, is inconsistent with the MUSL PB Rules, the MUSL PB Rules shall control, except where the MUSL PB Rules defer to the laws, policies or rules of the Florida Lottery. If a conflict arises between this rule and any other rule in Chapter 53 of the Florida Administrative Code, this rule shall take precedence. The Multi-State Lottery Association Powerball® Group Rules are hereby incorporated by reference and may be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32301 or from the Florida Lottery’s website at flalottery.com.

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

(a) Advertised Jackpot Prize- The estimated annuitized Jackpot Prize amount as determined by MUSL prior to the Jackpot Prize drawing. The “Advertised Jackpot Prize” is not a guaranteed prize amount and the actual Jackpot Prize amount may vary from the advertised amount, except in circumstances where there is a guaranteed Jackpot Prize amount.

(b) Double Play Promotion. The POWERBALL Double Play Promotion is a limited promotion of the POWERBALL game and is conducted in accordance with the MUSL POWERBALL Product Group game rules. The Florida Lottery has elected to not offer the Double Play Promotion at this time. Double Play Plays do not include POWERBALL Plays or Power Play Plays.

(c) Drawing- Refers collectively to the formal draw event for randomly selecting the winning indicia that determine the number of winners for each prize level of the POWERBALL game and the Power Play® multiplier. Winning indicia include the Winning Numbers for the POWERBALL game, and the Power Play multiplier.

(d) Jackpot Prize- The top prize in the POWERBALL game.

(e) Licensee Lottery- A state lottery or lottery of a governmental unit, political subdivision, or entity thereof that is not a Party Lottery but has agreed to comply with all applicable MUSL and Product Group requirements and has been authorized by the MUSL and by the Powerball Product Group to sell the POWERBALL game.

(f) MUSL- The Multi-State Lottery Association.

(g) MUSL Board- The governing body of the MUSL.

(h) Party Lottery or Member Lottery- A state lottery or lottery of a political subdivision or entity that has joined the MUSL and, in the context of these Product Group Rules, that is authorized to sell the POWERBALL game. Unless otherwise indicated, Party Lottery or Member Lottery does not include Licensee Lotteries.

(i) Play- The six numbers, the first five chosen from a field of sixty-nine numbers and the last one chosen from a field of twenty-six numbers, that appear on a ticket as a single lettered selection to be played by a player in the POWERBALL game.

(j) Play Slip- An original paper play slip issued and approved by the Florida Lottery for the POWERBALL game, or a digital play slip for the POWERBALL game generated using the Florida Lottery Mobile Convenience App (“App”). Except where necessary herein to differentiate between a paper play slip and a digital play slip, the term “play slip” shall be inclusive of both types of play slips.

(k) Product Group (“Product Group”)- The group of lotteries that have joined together to offer the POWERBALL lottery game under the terms of the MUSL Agreement and MUSL Powerball Product Group rules.

(l) Selling Lottery or Participating Lottery- A lottery authorized by the Product Group to sell Plays, including Party Lotteries and Licensee Lotteries.

(m) Set Prize- All prizes except the Jackpot Prize and, except as set forth in paragraph (11)(g) and (h), will be equal to the prize amount established by the Product Group for the prize level.

(n) Winning Numbers- The game results selected during a drawing which shall be used to determine winning Plays for the POWERBALL game contained on a game ticket.

(3) How to Play POWERBALL.

(a) POWERBALL 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. In POWERBALL, players select five numbers from a field of one (1) through sixty-nine (69) and one Powerball number from a separate field of one (1) through twenty-six (26) for each Play.

(b) Players may make their POWERBALL 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; by telling the retailer their desired selections; or by requesting to use the Play it Again feature.

(c) Play Slip.

1. Paper Play Slip. There are five panels on a paper 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 paper 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 POWERBALL ticket shall be the numbers selected from the upper play area of the play slip, and the last number shall be the Powerball number selected from the lower play area of the paper play slip. For an additional \$1.00 per Play, players may mark the "Power Play" box to increase the second through ninth prizes. Power Play will apply to all panels and advance play marked. Players may elect "Jackpot Combo" play to receive three (3) Quick Pick tickets for the next available drawing consisting of one (1) \$2.00 FLORIDA LOTTO® with XTRA ticket, one (1) \$2.00 POWERBALL ticket and one (1) \$2.00 MEGA MILLIONS® ticket by marking the "Jackpot Combo \$6" box on the paper play slip. Paper Play slips must be Florida Lottery approved and players must use only blue or black ink or pencil for making selections. Paper

play slips may be processed through a Florida Lottery vending machine or processed by a retailer to obtain a ticket.

2. Digital Play Slip. How to Create a Digital Play Slip. From the Landing Page on the App, a player should select the POWERBALL game icon and then click on "Pick Numbers." For each panel played, the player should either select his or her numbers from a field of numbers described in paragraph (3)(a) or use the "Random Numbers" or "Shake to Play" feature for the App to provide the player random numbers. Up to ten panels may be created on one digital play slip. The player must also select the number of drawings, if more than the default of one drawing is desired. The parameters for advance play are set forth in paragraph (3)(d) below. If the player desires to add Power Play to all panels played as further described in subparagraph (3)(c) 1. above, the player should click the "Power Play" button so that "yes" is selected. If the player desires to add Jackpot Combo play as further described in subparagraph (3)(c)1. above, the player should click the "Add Jackpot Combo" button so that "yes" is selected. Players may also use the "My Favorites" feature to save a digital play slip for later use. Once a digital play slip is created and the player clicks "Create Playslip," a barcode will be displayed. The player may present the barcode appearing on his or her mobile device to the retailer to purchase a ticket through the retailer terminal or may use the barcode to purchase a ticket through a vending machine that provides for Draw game purchases. Illustrative instructions for creating a POWERBALL digital play slip are available by clicking on the "How to Play" button on the main POWERBALL page.

(d) Advance Play. Players may play up to fifty-two consecutive POWERBALL drawings by using the "advance play" feature. To use the advance play feature, players may either 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 played. Advance play is not available with Jackpot Combo. In the event that a planned change in the POWERBALL 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 at flalottery.com.

(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 both paper and digital POWERBALL play slips and purchase tickets.

(f) Telling the Retailer. Retailers also are authorized to manually enter numbers selected by a player. Players electing to make their POWERBALL ticket selections by telling the retailer must specify 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) and the number of drawings. Players may also tell the retailer if they would like to add Power Play to their ticket or if they would like Jackpot Combo play.

(g) Play it Again.

1. A player may request to "Play it Again" to replay a previously purchased POWERBALL 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 provided in subparagraph (2)(g) 2. below. Additionally, if the original ticket contains Power Play, the new ticket will also contain Power Play.

2. 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 POWERBALL game. Tickets older than sixty days cannot be replayed.

(4) POWERBALL Drawings.

(a) POWERBALL drawings to determine the Winning Numbers shall be conducted by MUSL two times per week, on Wednesday and Saturday, at approximately 10:59 p.m., ET.

(b) The Florida Lottery shall not be responsible for incorrect circulation, publication or broadcast of official Winning Numbers.

(5) Determination of Prize Winners.

In order for a ticket to be a winning ticket, numbers appearing in a single horizontal row on the ticket must match the official POWERBALL Winning Numbers in any order for the drawing date for which the ticket was purchased, in one of the following combinations:

(a) Jackpot Prize: Five numbers selected from the first set of balls plus the Powerball number selected from the second set of balls.

(b) Second Prize: Five numbers selected from the first set of balls and not the Powerball number from the second set of balls.

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

(d) Fourth Prize: Four numbers selected from the first set of balls and not the Powerball number from the second set of balls.

(e) Fifth Prize: Three numbers selected from the first set of balls plus the Powerball number selected from the second set of balls.

(f) Sixth Prize: Three numbers selected from the first set of balls and not the Powerball number from the second set of balls.

(g) Seventh Prize: Two numbers selected from the first set of balls plus the Powerball number selected from the second set of balls.

(h) Eighth Prize: One number selected from the first set of balls plus the Powerball number selected from the second set of balls.

(i) Ninth Prize: No numbers selected from the first set of balls and the Powerball number selected from the second set of balls.

(6) Limited to Highest Prize Won. The holder of a winning ticket may win only one prize per POWERBALL Play in connection with the Winning Numbers drawn and shall be entitled only to the prize won by those numbers in the highest matching prize category. All liabilities for a POWERBALL and a Power Play prize are discharged upon payment of a prize claim.

(7) POWERBALL Odds of Winning.

(a) The odds of winning the prizes described in subsection (5) are as follows:

1. Jackpot Prize- 1:292,201,338.0000
2. Second Prize- 1:11,688,053.5200
3. Third Prize- 1:913,129.1813
4. Fourth Prize- 1:36,525.1673
5. Fifth Prize- 1:14,494.1140
6. Sixth Prize- 1:579.7646
7. Seventh Prize- 1:701.3281
8. Eighth Prize- 1:91.9775
9. Ninth Prize- 1:38.3239

(b) The overall odds of winning a prize in a POWERBALL drawing are 1:24.8671.

(8) POWERBALL Prize Pool.

(a) The POWERBALL Prize Pool for all prize categories shall consist of fifty percent of each drawing period's sales. The POWERBALL Prize Pool shall be funded in accordance with criteria set by the Product Group.

(b) Expected Prize Payout Percentages. The Jackpot Prize payout shall be determined on a pari-mutuel basis. Except as provided in these rules, all other prizes awarded shall be paid as Set Prizes with the following expected prize payout percentages, although the actual prize payout percentage per drawing will vary by drawing.

<u>Match</u>	<u>Prize Category</u>	<u>Prize Payment</u>	<u>Estimated Percentage of Prize Pool Allocated to Prize Category</u>
<u>Five first set numbers and the Powerball number</u>	<u>Jackpot Prize</u>	<u>Jackpot Prize</u>	<u>68.0131%</u>
<u>Five first set numbers</u>	<u>Second Prize</u>	<u>\$1,000,000</u>	<u>8.5558%</u>
<u>Four first set numbers and the Powerball number</u>	<u>Third Prize</u>	<u>\$50,000</u>	<u>5.4757%</u>

Four first set numbers	Fourth Prize	\$100	0.2738%
Three first set numbers and the Powerball number	Fifth Prize	\$100	0.6899%
Three first set numbers	Sixth Prize	\$7	1.2074%
Two first set numbers and the Powerball number	Seventh Prize	\$7	0.9981%
One first set number and the Powerball number	Eighth Prize	\$4	4.3489%
The Powerball number	Ninth Prize	\$4	10.4373%

(c) Prize money allocated to the Jackpot Prize category will be divided equally by the number of Plays determined to be winners of the Jackpot Prize.

(d) The number of Plays determined to be winners of the second through ninth prize categories will be paid as Set Prizes, except as provided in paragraphs (11)(g) and (h) below. If all or any portion of the Set Prize pool is not awarded in the current POWERBALL drawing, that portion of the Set Prize pool shall be carried forward to subsequent POWERBALL drawings.

(e) Any interest or earnings accrued on a POWERBALL Set Prize prior to prize payment shall accrue to MUSL and not to the winner.

(9) POWERBALL Jackpot Prize Payment.

(a) Shares of the Jackpot Prize shall be determined by dividing the funds available in the Jackpot Prize pool equally among all winning plays of the Jackpot Prize. Neither MUSL nor the Florida Lottery shall be responsible or liable for the difference between the Advertised or estimated Jackpot Prize amount and the actual Jackpot Prize amount after the prize payment method is known to MUSL.

(b) Players can choose one of two payment options for receiving their portion of the POWERBALL Jackpot Prize. Payment options are “Cash Option” (which may be referred to as a “single lump sum payment”) and “Annual Payment.” Jackpot Prize winners have sixty days after the winning draw date to choose between the two payment options. Once the Jackpot 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 except as provided in subparagraph (9)(d)6., below.

(c) Cash Option Payment.

If the Jackpot Prize is not a guaranteed amount, the Cash Option amount offered shall be the cash amount available in the

Jackpot Prize pool divided by the number of winners. If the Jackpot Prize is a guaranteed amount, the Cash Option amount offered shall be determined as set forth in subparagraphs (9)(f) 2. and 3., as applicable. In order to select the Cash Option, the Jackpot Prize winner must submit his or her ticket for payment within sixty days after the winning draw date. If the Jackpot 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)(d)4., below. A Jackpot Prize winner who chooses the Cash Option payment will receive his or her share in a single lump sum payment, less applicable federal income tax withholding.

(d) Annual Payment Option.

1. If a Jackpot Prize winner elects the Annual Payment option, his or her share of the Jackpot Prize will be paid in thirty graduated annual installments that will increase by a rate determined by the Product Group, less applicable federal income tax withholding.

2. The Florida Lottery will make the initial annual payment of a prize and all further annual payments upon receipt of funds from MUSL.

3. The amount of the annual prize payment shall be determined by multiplying the winner's share of the Jackpot Prize pool by a process as approved by the MUSL Board. MUSL shall purchase and hold the investments to fund the Jackpot Prize winner's annual prize payments.

4. If the winner's share of the Jackpot Prize is less than \$250,000, the Product Group is authorized to pay such winner their Grand Prize share in one lump sum payment, without regard either to the winner's choice of prize payment method or to whether the winner claimed the Grand Prize share more than sixty days after the drawing.

5. Annuitized payment of the Jackpot prize or a share of the Jackpot prize will be rounded down to the nearest one thousand dollars (\$1,000) to facilitate the purchase of an appropriate funding mechanism. Rounding differences on an annuitized Jackpot prize win shall be added to the first payment to the winner or winners. Prizes other than the Jackpot prize, which become single-payment, pari-mutuel prizes, will be rounded down so that prizes can be paid in multiples of whole dollars. Rounding differences resulting from rounding these prizes shall be carried forward to the prize pool for the next drawing.

6. In the event of the death during the annuity payment period of a POWERBALL winner who elected the Annual Payment option, the estate of the deceased winner (the “Estate”) may make a written request to the Florida Lottery to accelerate payment of all the remaining prize proceeds to the Estate. Such request will be forwarded by the Florida Lottery to MUSL for processing. MUSL will decide, in its sole discretion, whether or not to grant the payment, and if so, the form of such payment, whether in securities or cash.

(e) Jackpot Prize Amount.

1. Starting Jackpot Prize amounts and Jackpot Prize roll increases will be determined by the Product Group based on sales and interest rates, with no guaranteed minimum amount. Such determination will be made, and the advertised Jackpot Prize amount announced, prior to each drawing.

2. If the Jackpot Prize is not won in a drawing, the prize money allocated for the Jackpot Prize shall roll over and be added to the Jackpot Prize pool for the following drawing.

(f) If a guaranteed Jackpot Prize amount is won, the Jackpot Prize shares shall be determined as follows:

1. If there are multiple Jackpot Prize winners during a single drawing, each selecting the Annual Payment option, then a winner's share of the guaranteed Jackpot Prize shall be determined by dividing the guaranteed minimum Jackpot Prize by the number of winning plays.

2. If there are multiple Jackpot Prize winners during a single drawing and at least one of the Jackpot Prize winners has elected the Annual Payment option, then the MUSL Annuity Factor shall be utilized to determine the cash pool. The cost of the annuitized prize(s) will be determined at the time the annuity is purchased through a process as approved by the MUSL Board.

3. If no winner of the Jackpot Prize during a single drawing has elected the Annual Payment option, then the amount of cash in the Jackpot Prize pool shall be an amount equal to the guaranteed minimum amount divided by the MUSL Annuity Factor.

(g) Federal income taxes shall be applied and withheld from the prize amount at the time payment is made, pursuant to applicable provisions of the Internal Revenue Code and Code of Federal Regulations.

(h) Any interest or earnings accrued on a POWERBALL Jackpot Prize prior to prize payment shall accrue to MUSL and not to the winner.

(i) If the Jackpot Prize is not won in a drawing, the prize money allocated for the Jackpot Prize shall roll over and be added to the Jackpot Prize pool for the following drawing.

(10) Set Prize Payment. Set Prizes shall be paid in a single cash payment, less any applicable federal income tax withholding.

(11) Power Play®.

(a) Power Play Prize Pool. The Power Play Prize Pool for all Power Play prize categories shall consist of fifty percent of each drawing period's sales. The Power Play Prize Pool shall be funded in accordance with criteria set by the Product Group. The actual prize payout percentage per drawing will vary by drawing. The Power Play Prize Pool shall be carried forward to subsequent drawings if all or a portion of it is not needed to pay the Power Play prizes awarded in the current drawing.

(b) The Power Play option shall be available in association with the POWERBALL game. At the time of purchasing a

POWERBALL ticket, a player may choose the Power Play option for an additional \$1.00 per play for each play on the POWERBALL ticket to increase the guaranteed prize amount for the second through ninth tier prizes. The POWERBALL Jackpot Prize will not be eligible for increase under the Power Play option.

(c) Power Play Drawing. A separate, random Power Play drawing will be conducted, and the results announced during each of the regular POWERBALL drawings. In each Power Play drawing, the number 2, 3, 4, 5 or 10 shall be drawn (the Power Play number, sometimes called the multiplier number). When the initially Advertised Jackpot Prize for a drawing is \$150 million or less, the possible Power Play numbers included in the Power Play drawing will be 2, 3, 4, 5 and 10. When the initially Advertised Jackpot Prize for a drawing is greater than \$150 million, the possible Power Play numbers included in the Power Play drawing will be 2, 3, 4 and 5. The Power Play number drawn will increase the value of the prizes for the second tier as provided below. The Power Play number will be used to multiply the value of the prizes for the third through ninth tiers.

(d) The following table sets forth the probability of the various Power Play numbers being drawn during a single Power Play drawing.

<u>When the 10X Power Play is available:</u>		
<u>Multiplier</u>	<u>Probability of Prize Increase</u>	<u>Chance of Occurrence</u>
<u>10X</u>	<u>1 in 43</u>	<u>2.3255%</u>
<u>5X</u>	<u>2 in 43</u>	<u>4.6512%</u>
<u>4X</u>	<u>3 in 43</u>	<u>6.9767%</u>
<u>3X</u>	<u>13 in 43</u>	<u>30.2326%</u>
<u>2X</u>	<u>24 in 43</u>	<u>55.8140%</u>

<u>When the 10X Power Play is not available:</u>		
<u>Multiplier</u>	<u>Probability of Prize Increase</u>	<u>Chance of Occurrence</u>
<u>5X</u>	<u>2 in 42</u>	<u>4.7619%</u>
<u>4X</u>	<u>3 in 42</u>	<u>7.1429%</u>
<u>3X</u>	<u>13 in 42</u>	<u>30.9523%</u>
<u>2X</u>	<u>24 in 42</u>	<u>57.1429%</u>

(e) Application of Power Play Number.

1. Second Prize. The Power Play number selected increases the Second Prize for a winning POWERBALL with Power Play ticket to \$2,000,000.00, except as provided in (11)(g) and (h).

2. Third through Ninth Prizes. The Power Play number selected increases the prize amount for the Third through Ninth Prizes. A Third through Ninth Prize winner who purchased the Power

Play feature with his or her POWERBALL ticket shall be paid a prize in the amount of the Set Prize amount multiplied by the Power Play number for that drawing.

3. Jackpot Prize. The Power Play feature does not apply to the Jackpot Prize.

(f) POWERBALL tickets that win the Second through Ninth Prizes with the Power Play option will pay the amounts shown below:

Match	Prize	Without Power Play	With Power Play 2X	With Power Play 3X	With Power Play 4X	With Power Play 5X	With Power Play 10X
Match 5+0	Second	\$1,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$6,000,000	\$20,000,000
Match 4+1	Third	\$50,000	\$100,000	\$150,000	\$300,000	\$450,000	\$1,500,000
Match 4+0	Fourth	\$100	\$200	\$300	\$600	\$900	\$3,000
Match 3+1	Fifth	\$100	\$200	\$300	\$600	\$900	\$3,000
Match 3+0	Sixth	\$7	\$14	\$21	\$42	\$63	\$210
Match 2+1	Seventh	\$7	\$14	\$21	\$42	\$63	\$210
Match 1+1	Eighth	\$4	\$8	\$12	\$24	\$36	\$120
Match 0+1	Ninth	\$4	\$8	\$12	\$24	\$36	\$120

(g) If, with respect to a single POWERBALL drawing, the total of the POWERBALL Set Prizes and the Power Play prizes awarded in a drawing exceeds the percentage in the prize pools allocated to the Set Prizes and the Power Play prizes and there are insufficient funds from all sources to pay the Set Prizes for a particular POWERBALL drawing and the associated Power Play prizes, the highest Set Prize, including the Power Play prize amounts, shall become a pari-mutuel prize. If the amount of the highest Set Prize, when paid as a pari-mutuel prize, is less than or equal to the next highest Set Prize and there are still not sufficient funds to pay the remaining prizes, the next highest Set Prize, including the Power Play prize amounts, shall become a pari-mutuel prize. If necessary, under the same test set forth in the preceding sentence, each succeeding Set Prize level shall be converted to a pari-mutuel prize, in order, until all Set Prizes become pari-mutuel. In that circumstance, the money available from the funding sources shall be divided among the winning Plays in proportion to their respective prize percentages. POWERBALL and Power Play prizes will be reduced by the same percentage.

(h) When the POWERBALL Set Prizes become pari-mutuel, the POWERBALL Set Prize amounts will be less than the amount shown in paragraph (8)(b) above, and the Power Play prizes shall be changed to an amount announced after the drawing.

(i) Power Play Set Prizes which become pari-mutuel will be rounded down so that they can be paid in multiples of whole dollars. Funds remaining after rounding shall be carried forward to the prize pool for the next drawing.

(j) All Power Play prizes shall be paid in a single lump-sum payment.

(a) As a condition to the requirements set forth in this subsection, validation requirements shall apply to POWERBALL Plays made on tickets 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 32399-4038.

(b) To be a valid Play and eligible to receive a prize, a Play's ticket shall satisfy all the requirements established by the Florida Lottery for validation of winning Plays sold through its computer gaming system and any other validation requirements adopted by the Product Group and the MUSL Board. The MUSL and the Selling Lotteries, including the Florida Lottery, shall not be responsible for tickets that are altered in any manner.

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

(d) In addition to the above, in order to be deemed a valid, winning Play, all of 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 the Florida Lottery or authorized retailer on official paper stock of the Florida Lottery;
6. The ticket must not have been stolen;
7. The Play data must have been recorded on the Florida Lottery's computer gaming system prior to the Drawing and the

Play data must match this computer record in every respect. In the event of a conflict between information as printed on the ticket and as accepted by the Florida Lottery's computer gaming system, the information as accepted by the Florida Lottery's computer gaming system shall prevail;

8. The player or computer pick number selections, validation data and the Drawing date(s) of an apparent winning Play must appear on the official file of winning Plays, and a Play with that exact data must not have been previously paid;

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

10. In submitting a Play for validation, the claimant agrees to abide by applicable laws, all rules and regulations, instructions, conditions and final decisions of the Florida Lottery;

11. There must not be any other breach of the MUSL PB Rules in relation to the Play that the Florida Lottery determines justifies invalidation;

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

(e) A Play submitted for validation that fails any of the 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 Play with a Play 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 a Play of equivalent sales price;

3. In the event a Play is not paid by the Florida Lottery and a dispute occurs as to whether the Play is a winning Play, the Florida Lottery is authorized to replace the Play as provided in subparagraph (12)(e)1. above. This shall be the sole and exclusive remedy of the claimant unless the laws or regulations governing the Florida Lottery provide for further review.

(13) POWERBALL Rules and Prohibitions.

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

(b) Florida POWERBALL 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. The Lottery is not authorized to accept claims or pay prizes for POWERBALL tickets purchased in other jurisdictions. POWERBALL prize payments shall be made in accordance with this POWERBALL rule and the rule of the Florida Lottery governing payment of prizes. A copy of the current payment of prizes rule can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

(c) Subject to a retailer's hours of operation and gaming system availability, POWERBALL lottery tickets are available for purchase daily between the hours of 6:00 a.m. and 12:00 midnight, Eastern time (ET). Ticket sales for a specific POWERBALL drawing will close at 10:00 p.m., ET, on the night of the drawing. Any ticket sold after the close of game will be printed with the next POWERBALL drawing date.

(d) POWERBALL tickets, including POWERBALL tickets purchased using the Play it Again feature cannot be canceled. Tickets in Jackpot Combo play cannot be canceled.

(14) This emergency rule replaces Emergency Rule 53ER20-28, F.A.C.

(15) The effective date of this rule is June 26, 2020.

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), 24.124(1) FS. History—New 6-26-20. Replaces 53ER20-28.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: June 26, 2020.

DEPARTMENT OF THE LOTTERY

RULE NO.: **RULE TITLE:**

53ER20-41 MEGA MILLIONS®

SUMMARY: This emergency rule sets forth the provisions for the conduct of the lottery Draw game, MEGA MILLIONS® and modifies provisions of Rule 53ER20-32 that were identified during a rule review conducted in connection with the Florida Lottery's launch of the new Florida Lottery Mobile Convenience App.

This emergency rule replaces Emergency Rule 53ER20-32.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER20-41 MEGA MILLIONS®.

(1) Introduction. The Multi-State Lottery Association ("MUSL") has entered into an Agreement ("Cross-Sell Agreement") with those U.S. lotteries operating under an agreement to sell a lottery Draw game known as MEGA MILLIONS® ("Mega Millions Lotteries"). The Cross-Sell Agreement permits MUSL Party Lotteries who are members of the MUSL Mega Millions Product Group ("Product Group"), including the Florida Lottery, to sell the MEGA MILLIONS game. The MEGA MILLIONS game is conducted by the Florida Lottery under the conditions of the Cross-Sell Agreement, MUSL Rules, Multi-State Lottery Association Mega Millions® Product Group Rules ("MUSL MM Rules"), effective 4/21/20, the laws of the State of Florida and this Emergency Rule. The conduct and play of the MEGA

MILLIONS game in Florida must conform to the MUSL MM Rules. Unless otherwise provided by law, if any part of this rule, or any other rule in Chapter 53 of the Florida Administrative Code, is inconsistent with the MUSL MM Rules, the MUSL MM Rules shall control, except where the MUSL MM Rules defer to the laws, policies or rules of the Florida Lottery. If a conflict arises between this rule and any other rule in Chapter 53 of the Florida Administrative Code, this rule shall take precedence. The Multi-State Lottery Association Mega Millions® Product Group Rules are hereby incorporated by reference and may be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32301, or from the Florida Lottery's website at flalottery.com.

(2) Definitions.

The following words and terms, when used in this rule, have the following meanings, unless the context clearly indicates otherwise:

(a) Advertised Jackpot Prize- The estimated annuitized Jackpot Prize amount as determined by the Mega Millions Finance Committee prior to the Jackpot Prize drawing. The "Advertised Jackpot Prize" is not a guaranteed prize amount and the actual Jackpot Prize amount may vary from the advertised amount, except in circumstances where there is a guaranteed Jackpot Prize amount.

(b) Double Play Promotion- The MEGA MILLIONS Double Play Promotion is a limited promotion of the MEGA MILLIONS game and is conducted in accordance with the MUSL Mega Millions Product Group game rules. The Florida Lottery has elected to not offer the Double Play Promotion at this time. Double Play Plays do not include MEGA MILLIONS Plays, Just the Jackpot™ Plays or Megaplier® Plays.

(c) Drawing- Refers collectively to the formal draw event performed by the Mega Millions Consortium Lotteries for the selection of the game results that determine the number of winners for each prize level of the MEGA MILLIONS game.

(d) Jackpot Prize- The top prize in the MEGA MILLIONS game.

(e) Just the Jackpot™ Plays ("JJ Plays")- A purchased Play which includes two JJ Plays as part of the Just the Jackpot Promotion but does not include MEGA MILLIONS Plays, Double Play Plays or Megaplier Plays. Although the Florida Lottery is not offering the Just the Jackpot Promotion, the term Just the Jackpot Plays is used in this rule as it relates to the Jackpot Prize payout.

(f) Mega Millions Finance Committee- A committee of the Mega Millions Lotteries that determines the Jackpot Prize amount (Cash Option and Annual Payment).

(g) MEGA MILLIONS Just the Jackpot Promotion- The MEGA MILLIONS Just the Jackpot Promotion is a limited extension of the MEGA MILLIONS game and is conducted in

accordance with the MUSL MEGA MILLIONS Product Group rules. The Florida Lottery has elected not to offer the Just the Jackpot Promotion at this time. Just the Jackpot will impact the amount of the Jackpot Prize in the MEGA MILLIONS game, and participants in Just the Jackpot in other lottery jurisdictions may win the MEGA MILLIONS Jackpot prize.

(h) Mega Millions Lottery or Lotteries or Mega Millions Consortium Lotteries- Lotteries that have joined under the Mega Millions Lottery Agreement; the group of lotteries that has reached a Cross-Selling Agreement with the MUSL Product Group for the selling of the MEGA MILLIONS Game.

(i) MEGA MILLIONS Plays ("MM Plays")- Plays purchased as part of the MEGA MILLIONS game but shall not include JJ Plays, Double Play Plays or Megaplier Plays.

(j) Megaplier® Plays- Plays purchased as part of the Megaplier play feature, as further described in paragraph (10)(b).

(k) MUSL- The Multi-State Lottery Association.

(l) MUSL Board- The governing body of the MUSL.

(m) Play- The six numbers, the first five chosen from a field of seventy numbers and the last one chosen from a field of twenty-five numbers, that appear on a ticket as a single lettered selection to be played by a player in the MEGA MILLIONS game. Each Play is played separately in determining matches to winning numbers and prize amounts. As used in these rules, unless otherwise specifically indicated, "Play" includes both MM Plays and JJ Plays.

(n) Play Slip- An original paper play slip issued and approved by the Florida Lottery for the MEGA MILLIONS game, or a digital play slip for the MEGA MILLIONS game generated using the Florida Lottery Mobile Convenience App ("App") by which a player communicates their intended play selection to the retailer. Except where necessary herein to differentiate between a paper play slip and a digital play slip, the term "play slip" shall be inclusive of both types of play slips.

(o) Product Group- The group of lotteries that has joined together to offer the MEGA MILLIONS lottery game under the terms of its Cross-Selling Agreement with the Mega Millions Lotteries, the MUSL Agreement and the MUSL Mega Millions Product Group rules.

(p) Selling or Participating Lotteries- A state lottery or lottery of a political subdivision or entity that is participating in selling the MEGA MILLIONS game and that may be a member of either MUSL or the Mega Millions Lotteries.

(q) Set Prize- All prizes except the Jackpot Prize and, except as set forth in paragraph (10)(h) and (i), will be equal to the prize amount established by the Product Group for the prize level.

(r) Winning Numbers- The game results selected during a drawing event which shall be used to determine winning Plays contained on a game ticket.

(3) How to Play MEGA MILLIONS.

(a) MEGA MILLIONS is a multi-state lottery Draw 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 MEGA MILLIONS, players select five numbers from a field of one (1) through seventy (70) and one number (the “Mega Ball™”) from a separate field of one (1) through twenty-five (25).

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

(c) Play Slip.

1. Paper play slip. There are five panels on a paper play slip, each containing an upper play area and a lower play area. Each panel played will cost \$2.00 per drawing. Players may mark their desired numbers on the paper play slip by selecting five numbers in the upper play area and one number 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 one or more numbers from the applicable play area. 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 MEGA MILLIONS ticket shall be the numbers selected from the upper play area of the play slip, and the last number shall be the number selected from the lower play area of the paper play slip. For an additional \$1.00 per Play, players may mark the Megaplier box to multiply the second through ninth prizes. Megaplier will apply to all panels and advance play marked. Players may elect “Jackpot Combo” play to receive three (3) Quick Pick tickets for the next available drawing consisting of one (1) \$2.00 FLORIDA LOTTO® with XTRA ticket, one (1) \$2.00 POWERBALL® ticket and one (1) \$2.00 MEGA MILLIONS ticket by marking the “Jackpot Combo \$6” box on the paper play slip. Paper play slips must be Florida Lottery approved and players must use only blue or black ink or pencil for making selections. Paper play slips may be processed through a Florida Lottery vending machine or processed by a retailer in order to obtain a ticket.

2. Digital Play Slip. From the Landing Page on the App, a player should select the MEGA MILLIONS game icon and then click on “Pick Numbers.” For each panel played, the player should either select his or her numbers from a field of numbers described in paragraph (3)(a) or use the “Random Numbers” or “Shake to Play” feature for the App to provide the player random numbers. Up to ten panels may be created on one digital play slip. The player must also select the number of drawings, if more than the default of one drawing is desired. The

parameters for advance play are set forth in paragraph (3)(d) below. If the player desires to add Megaplier to all panels played as further described in subparagraph (3)(c)1. above, the player should click the Megaplier button so that “yes” is selected. If the player desires to add Jackpot Combo play as further described in subparagraph (3)(c)1. above, the player should click the “Add Jackpot Combo” button so that “yes” is selected. Players may also use the “My Favorites” feature to save a digital play slip for later use. Once a digital play slip is created and the player clicks “Create Playslip,” a barcode will be displayed. The player may present the barcode appearing on his or her mobile device to the retailer to purchase a ticket through the retailer terminal or may use the barcode to purchase a ticket through a vending machine that provides for Draw game purchases. Illustrative instructions for creating a MEGA MILLIONS digital play slip are available by clicking on the “How to Play” button on the main MEGA MILLIONS page.

(d) Advance Play. Players may play up to twenty-six consecutive drawings by using the “advance play” feature. To use the advance play feature, players may either select the number of available drawings desired 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 played. Advance play is not available with Jackpot Combo. In the event that a planned change in the MEGA MILLIONS 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 Lottery’s website at flalottery.com.

(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 the MEGA MILLIONS play slip.

(f) Telling the Retailer. Retailers also are authorized to manually enter numbers selected by a player. Players electing to make their MEGA MILLIONS ticket selections by telling the retailer must specify 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) and the number of drawings. Players may also tell the retailer if they would like to add Megaplier to their ticket or if they would like Jackpot Combo play.

(g) Play it Again.

1. A player may request to “Play it Again” to replay a previously purchased MEGA MILLIONS ticket. If requested, a retailer shall scan the barcode or manually enter the serial number of 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 provided in subparagraph (3)(g)2., below. Additionally, if

the original ticket contains Megaplier, the new ticket will also contain Megaplier.

2. 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 MEGA MILLIONS game. Tickets older than sixty days cannot be replayed.

(4) MEGA MILLIONS Drawings.

(a) MEGA MILLIONS drawings shall be conducted by the Mega Millions Lotteries two times per week, on Tuesdays and Fridays, at approximately 11:00 p.m. Eastern Time (ET).

(b) The Florida Lottery shall not be responsible for incorrect circulation, publication or broadcast of official winning numbers.

(5) Determination of Prize Winners.

In order for a ticket to be a winning ticket, numbers appearing in a single horizontal row on the ticket must match the official MEGA MILLIONS Winning Numbers in any order for the drawing date for which the ticket was purchased, in one of the following combinations:

(a) Jackpot Prize: Five numbers selected from the first set of balls plus the number selected from the second set of balls.

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

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

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

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

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

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

(h) Eighth Prize: One number selected from the first set of balls plus the number selected from the second set of balls.

(i) Ninth Prize: No numbers selected from the first set of balls and the number selected from the second set of balls.

(6) Limited to Highest Prize Won. The holder of a winning ticket may win only one prize per play in connection with the winning numbers drawn for the Mega Millions game and shall be entitled only to the prize won by those numbers in the highest matching prize category. All liabilities for a MEGA MILLIONS prize and a MEGA MILLIONS with Megaplier prize are discharged upon payment of a prize claim.

(7) Odds of Winning.

(a) The odds of winning the prizes described in subsection (5) are as follows:

1. Jackpot Prize- 1:302,575,350

2. Second Prize- 1:12,607,306

3. Third Prize- 1:931,001

4. Fourth Prize- 1:38,792

5. Fifth Prize- 1:14,547

6. Sixth Prize- 1:606

7. Seventh Prize- 1:693

8. Eighth Prize- 1:89

9. Ninth Prize- 1:37

(b) The overall odds of winning a prize in a MEGA MILLIONS drawing are 1:24.

(8) MEGA MILLIONS Prize Pool.

(a) The MEGA MILLIONS Prize Pool for all prize categories shall consist of up to fifty-five percent of each drawing period's sales. The MEGA MILLIONS Prize Pool shall be funded in accordance with criteria set by the Product Group.

(b) Expected Prize Payout Percentages. The Jackpot Prize shall be determined on a pari-mutuel basis. Except as provided in these rules, all other prizes awarded shall be paid as set prizes with the following expected prize payout percentages, although the actual prize payout percentage per drawing will vary by drawing.

<u>Match Per MM Play</u>	<u>Prize Category</u>	<u>Prize Payment</u>	<u>Estimated Percentage of Prize Pool Allocated to Prize Category</u>
<u>Five first set numbers and the one number of the second set</u>	<u>Jackpot Prize</u>	<u>Jackpot Prize</u>	<u>75.3018%*</u>
<u>Five first set numbers and none of the second set</u>	<u>Second Prize</u>	<u>\$1,000,000</u>	<u>7.9319%</u>
<u>Four first set numbers and the one number of the second set</u>	<u>Third Prize</u>	<u>\$10,000</u>	<u>1.0742%</u>
<u>Four first set numbers and none of the second set</u>	<u>Fourth Prize</u>	<u>\$500</u>	<u>1.2889%</u>
<u>Three first set numbers and the one number of the second set</u>	<u>Fifth Prize</u>	<u>\$200</u>	<u>1.3749%</u>
<u>Three first set numbers and none of the second set</u>	<u>Sixth Prize</u>	<u>\$10</u>	<u>1.6498%</u>
<u>Two first set numbers and the one number of the second set</u>	<u>Seventh Prize</u>	<u>\$10</u>	<u>1.4436%</u>

One first set number and the one number of the second set Eighth Prize \$4 4.4752%

None of the first set numbers and the one number of the second set Ninth Prize \$2 5.4597%

*The Jackpot Prize shall include the estimated MM Prize Pool percentage allocated to the Jackpot Prize combined with estimated JJ Prize Pool percentage allocated to the Jackpot Prize.

(c) Prize money allocated to the Jackpot Prize category will be divided equally by the number of MM Plays and JJ Plays determined to be winners of the Jackpot Prize.

(d) The number of Plays determined to be winners of the Second through Ninth Prize levels will be paid as Set Prizes, except as provided in paragraph (10)(h) below. If all or any portion of the set prize pool is not awarded in the current MEGA MILLIONS drawing, that portion of the set prize pool shall be carried forward to subsequent MEGA MILLIONS drawings.

(e) Any interest or earnings accrued on a MEGA MILLIONS Set Prize prior to prize payment shall accrue to MUSL and not to the winner.

(9) MEGA MILLIONS Jackpot Prize.

(a) The prize money available in the Jackpot Prize pool will be divided equally among all Jackpot prize winning MM Plays and JJ Plays in all Participating Lotteries. Neither MUSL, Mega Millions Lotteries nor the Florida Lottery shall be responsible or liable for the difference between the Advertised or estimated Jackpot Prize amount and the actual Jackpot Prize amount after the prize payment method is known to MUSL and Mega Millions Lotteries.

(b) Players can choose one of two payment options for receiving their portion of the MEGA MILLIONS Jackpot Prize. Payment options are "Cash Option" and "Annual Payment." Jackpot Prize winners have sixty days after the winning draw date to choose between the two payment options. Once the Jackpot 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 except as provided in subparagraph (9)(d) 4. below.

(c) Cash Option Payment.

The Cash Option amount offered shall be the Jackpot Prize deferred payment amount as determined by the Mega Millions Lotteries, divided by a rate established by the Mega Millions Finance Committee prior to each drawing, divided by the number of total Jackpot Prize winning MM Plays and JJ Plays. In order to select the Cash Option, the Jackpot Prize winner must submit his or her ticket for payment within sixty days after

the winning draw date. If the Jackpot 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)(d)2. below. A Jackpot Prize winner who chooses the Cash Option payment will be paid in a single cash payment, less applicable federal income tax withholding.

(d) Annual Payment Option.

1. The prize amount of a Jackpot Prize winner electing the Annual Payment option shall be the Annuitized Jackpot Prize amount, as determined by the Mega Millions Lotteries, divided by the number of total Jackpot Prize winning MM Plays and JJ Plays in all Participating Lotteries. If a Jackpot Prize winner elects the Annual Payment option, his or her share of the Jackpot Prize will be paid in thirty graduated annual installments, each less applicable withholding taxes. The Florida Lottery will make the initial and any subsequent payments of a prize upon receipt of funds for such prize from MUSL. The initial payment shall be paid upon completion of internal validation procedures. The subsequent twenty-nine payments shall be paid annually to coincide with the month of the Federal auction date at which the bonds were purchased to fund the annuity. Payments shall escalate by a factor of five percent annually, and annual payments shall be rounded down to the nearest even one-thousand-dollar increment. All such payments shall be made within seven days of the anniversary of the annual auction date.

2. If individual winners' shares of the cash held to fund Annual Payments are less than \$250,000.00, the Product Group is authorized to pay the winners their share of the cash held in the Jackpot Prize pool.

3. Annuitized payment of the Jackpot Prize or a share of the Jackpot Prize will be rounded to facilitate the purchase of an appropriate funding mechanism. Rounding differences on an annuitized Jackpot Prize win shall be added to the first cash payment to the winner or winners. Prizes other than the Jackpot Prize, which under this rule may become single-payment, pari-mutuel prizes, will be rounded down so that prizes can be paid in multiples of whole dollars. Rounding differences resulting from rounding these prizes shall be carried forward to the MEGA MILLIONS Prize Pool for the next drawing.

4. In the event of the death during the payment period of a MEGA MILLIONS winner who elected the Annual Payment option, the estate of the deceased winner (the "Estate") may file a petition with the Florida Lottery to accelerate payment of all the remaining prize proceeds to the Estate. Such petition will be forwarded by the Florida Lottery to MUSL for processing. MUSL will decide, in its sole discretion, whether or not to grant the payment, and if so, the form of such payment, whether in securities or cash.

(e) Jackpot Prize Amount.

1. Starting deferred payment Jackpot Prize amounts and Jackpot Prize roll increases will be determined by the Mega Millions Lotteries based on sales and interest rates, with no guaranteed minimum amount. Such determination will be made, and the advertised Jackpot Prize amount announced, prior to each drawing.

2. If the Jackpot Prize is not won in a drawing, the prize money allocated for the Jackpot Prize shall roll over and be added to the Jackpot Prize pool for the next consecutive MEGA MILLIONS drawing.

(f) Jackpot prizes won shall be funded by the Selling Lotteries in accordance with the formula set by the Mega Millions Lotteries.

(g) Federal income taxes shall be applied and withheld from the prize amount at the time payment is made, pursuant to applicable provisions of the Internal Revenue Code and Code of Federal Regulations.

(h) Any interest or earnings accrued on a MEGA MILLIONS Jackpot Prize prior to prize payment shall accrue to MUSL and not to the winner.

(10) MEGA MILLIONS Megaplier®.

(a) The Megaplier Prize Pool. The Megaplier® Prize Pool for Megaplier prize categories shall consist of up to fifty-five percent of each drawing period’s sales. The Megaplier Prize Pool shall be funded in accordance with criteria set by the Product Group. The actual prize payout percentage per drawing will vary by drawing. The Megaplier Prize Pool shall be carried forward to subsequent drawings if all or a portion of it is not needed to pay the Megaplier prizes awarded in the current drawing.

(b) The Megaplier option shall be available in association with the MEGA MILLIONS game. At the time of purchasing a ticket, a player may choose the Megaplier feature for an additional \$1.00 per MM Play for each MM Play on the MEGA MILLIONS ticket (“Megaplier Play”) to increase the guaranteed prize amount for the second through ninth tier prizes. The MEGA MILLIONS Jackpot Prize is not eligible for increase under the Megaplier option or by means of the Just the Jackpot Promotion

(c) Megaplier Drawing. A separate random Megaplier drawing will occur before every MEGA MILLIONS drawing to determine one multiplier number for that drawing, which will be a 2, 3, 4, or 5. The multiplier number drawn will be used to multiply the value of the prizes for the second through ninth tiers. In the event the multiplier drawing does not occur prior to the MEGA MILLIONS drawing, the multiplier number will be a 5. The multiplier number may also be referred to as the Megaplier number.

(d) The following table sets forth the probability of the various multiplier numbers being drawn during a single Megaplier drawing.

<u>Multiplier</u>	<u>Probability of Prize Increase</u>
<u>5X</u>	<u>1 in 15</u>
<u>4X</u>	<u>3 in 15</u>
<u>3X</u>	<u>6 in 15</u>
<u>2X</u>	<u>5 in 15</u>
<u>Multiplier numbers do not apply to the MEGA MILLIONS Jackpot Prize</u>	

(e) Application of multiplier number.

1. Second through Ninth Prizes. The multiplier number selected is the number that is used to increase the prize amount for the Second through Ninth Prizes. A Second through Ninth Prize winner who purchases the Megaplier feature with his or her MEGA MILLIONS ticket shall be paid a prize in the amount of the set prize amount multiplied by the multiplier number for that drawing.

2. Jackpot Prize. The Megaplier feature does not apply to the Jackpot Prize.

(f) The Product Group is authorized to conduct sales promotions in which the multiplier features are changed.

(g) MEGA MILLIONS tickets that win the Second through Ninth Prizes with the Megaplier option will pay the amounts shown below:

<u>Match</u>	<u>Prize</u>	<u>Without Megaplier</u>	<u>With Megaplier 2X</u>	<u>With Megaplier 3X</u>	<u>With Megaplier 4X</u>	<u>With Megaplier 5X</u>
<u>Match 5+0</u>	<u>Second</u>	<u>\$1,000,000</u>	<u>\$2,000,000</u>	<u>\$3,000,000</u>	<u>\$4,000,000</u>	<u>\$5,000,000</u>
<u>Match 4+1</u>	<u>Third</u>	<u>\$10,000</u>	<u>\$20,000</u>	<u>\$30,000</u>	<u>\$40,000</u>	<u>\$50,000</u>
<u>Match 4+0</u>	<u>Fourth</u>	<u>\$500</u>	<u>\$1,000</u>	<u>\$1,500</u>	<u>\$2,000</u>	<u>\$2,500</u>
<u>Match 3+1</u>	<u>Fifth</u>	<u>\$200</u>	<u>\$400</u>	<u>\$600</u>	<u>\$800</u>	<u>\$1,000</u>
<u>Match 3+0</u>	<u>Sixth</u>	<u>\$10</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$50</u>
<u>Match</u>	<u>Seventh</u>	<u>\$10</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$50</u>

<u>2+</u> <u>1</u>						
<u>Ma</u> <u>tch</u> <u>1+</u> <u>1</u>	<u>Eigh</u> <u>th</u>	<u>\$4</u>	<u>\$8</u>	<u>\$12</u>	<u>\$16</u>	<u>\$20</u>
<u>Ma</u> <u>tch</u> <u>0+</u> <u>1</u>	<u>Nint</u> <u>h</u>	<u>\$2</u>	<u>\$4</u>	<u>\$6</u>	<u>\$8</u>	<u>\$10</u>

(h) If, with respect to a single MEGA MILLIONS drawing, the total of the MEGA MILLIONS Set Prizes and the Megaplier prizes awarded in a drawing exceeds the percentage of the prize pools allocated to the Set Prizes, and there are insufficient funds from all sources to pay the Set Prizes for a particular MEGA MILLIONS drawing (including Megaplier prize amounts), then the highest Set Prize (including the Megaplier prize amount) shall become a pari-mutuel prize. If the amount of the highest Set Prize, when paid on a pari-mutuel basis, drops to or below the next highest Set Prize and there are still not sufficient funds to pay the remaining Set Prizes, the next highest Set Prize, including the Megaplier prize amount, shall become a pari-mutuel prize. This procedure shall continue down through all Set Prize levels, if necessary, until all Set Prize levels become pari-mutuel. MEGA MILLIONS and Megaplier prizes will be reduced by the same percentage.

(i) MEGA MILLIONS set prizes that become pari-mutuel will be rounded down so that they can be paid in multiples of whole dollars. Funds remaining after rounding shall be carried forward to the prize pool for the next MEGA MILLIONS drawing.

(j) MEGA MILLIONS with Megaplier prizes shall be paid in single, lump-sum payment, less any applicable federal income tax withholding.

(11) MEGA MILLIONS Play Validation.

(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 (11) shall apply to MEGA MILLIONS Plays made on tickets 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) To be a valid Play and eligible to receive a prize, a Play's ticket shall satisfy all the requirements established by the Florida Lottery for validation of winning Plays sold through its computer gaming system and any other validation requirements adopted by the Product Group, the MUSL Board and published as the Confidential MUSL Minimum Game Security Standards. The MUSL and the Party Lotteries, including the Florida

Lottery, shall not be responsible for Plays that are altered in any manner.

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

(d) In addition to the above, in order to be deemed a valid, winning Play, all of 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 the Florida Lottery, or authorized Florida Lottery retailer on official paper stock of the Florida Lottery;
6. The ticket must not have been stolen;
7. Except as provided herein, the ticket must be submitted for payment in accordance with the Florida Lottery's rule 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. Subject to the laws and regulations of the Florida Lottery relating to the disclosure of MEGA MILLIONS winners, and at the discretion of the Florida Lottery where disclosure is permitted, the name and city of the winner of a Jackpot prize, or the prize the next level down, will be disclosed in a press conference or in a press release and the winner must participate in a press conference, if requested by the Florida Lottery;
8. The Play data must have been recorded on the Florida Lottery's computer gaming system prior to the drawing and the Play 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's computer gaming system, the information accepted by the Florida Lottery's computer gaming system shall prevail;
9. The player or computer pick number selections, validation data and the drawing date(s) of an apparent winning Play must appear on the Florida Lottery's official file of winning Plays, and a Play with that exact data must not have been previously paid;
10. The Play must not be misregistered, and the Play's ticket must not be defectively printed or printed or produced in error to an extent that it cannot be processed by the Florida Lottery;

11. The Play must pass validation tests using a minimum of three (3) of the five (5) validation methods as defined in the Mega Millions Finance and Operations Procedures, Section 15. In addition, the Play must pass all other confidential security checks of the Florida Lottery;

12. In submitting a Play for validation, the claimant agrees to abide by applicable laws, all rules and regulations, instructions, conditions and final decisions of the Florida Lottery;

13. There must not be any other breach of the MUSL MM Rules in relation to the Play that the Florida Lottery determines justifies invalidation; and

14. The Play must be submitted to the Florida Lottery.

(e) A Play 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 Play with a Play 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 a Play of equivalent sales price;

3. In the event a Play is not paid by the Florida Lottery and a dispute occurs as to whether the Play is a winning Play, the Florida Lottery is authorized to replace the Play as provided in subparagraph (11)(e)1., above. This shall be the sole and exclusive remedy of the claimant unless the laws or regulations governing the Florida Lottery provide for further review.

(12) MEGA MILLIONS Rules and Prohibitions.

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

(b) Florida MEGA MILLIONS 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. The Florida Lottery is not authorized to accept claims or pay prizes for MEGA MILLIONS tickets purchased in other jurisdictions. MEGA MILLIONS prize payments shall be made in accordance with this MEGA MILLIONS rule and the rule of the Florida Lottery governing payment of prizes. A copy of the current payment of prizes rule can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

(c) Subject to a retailer's hours of operation and gaming system availability, MEGA MILLIONS lottery tickets are available for purchase daily between the hours of 6:00 a.m. and 12:00 midnight, Eastern Time (ET). Ticket sales for a specific MEGA MILLIONS drawing will close at 10:00 p.m., ET, on the night of the drawing. Any ticket sold after the close of game will be printed with the next MEGA MILLIONS drawing date.

(d) MEGA MILLIONS tickets, including MEGA MILLIONS tickets purchased using the Play it Again feature cannot be canceled. Tickets in Jackpot Combo play cannot be canceled.

(13) This emergency rule replaces Emergency Rule 53ER20-32, F.A.C.

(14) The effective date of this emergency rule is June 26, 2020. 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), 24.124(1) FS. History—New 6-26-20, Replaces 53ER20-32.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: June 26, 2020.

DEPARTMENT OF THE LOTTERY

RULE NO.: **RULE TITLE:**

53ER20-42 FLORIDA LOTTO®

SUMMARY: This emergency rule sets forth the provisions for the conduct of the Draw game, FLORIDA LOTTO®, and modifies provisions of Rule 53ER18-1 identified during a rule review conducted in connection with the Florida Lottery's launch of the new Florida Lottery Mobile Convenience App.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER20-42 FLORIDA LOTTO®.

(1) How to Play FLORIDA LOTTO®.

(a) FLORIDA LOTTO is a Draw lottery game (also known as an online terminal game) in which players select six numbers from a field of one (1) to fifty-three (53).

(b) For purposes of this rule, a "play slip" is defined as an original paper play slip issued and approved by the Florida Lottery for the FLORIDA LOTTO game, or a digital play slip for the FLORIDA LOTTO game generated using the Florida Lottery Mobile Convenience App ("App"). Except where necessary herein to differentiate between a paper play slip and a digital play slip, the term "play slip" shall be inclusive of both types of play slips.

(c) Players may make their FLORIDA LOTTO 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; by telling the retailer their desired selections; or by requesting to use the Play it Again feature.

(d) Play Slip.

1. Paper play slip. There are ten panels on a paper FLORIDA LOTTO play slip. Each panel played will cost \$1.00 per drawing. Players may mark their desired numbers on the play slip by selecting six numbers from each panel played or may

mark the “QP” box located at the bottom of each panel for the terminal to randomly select one or more of the six numbers. 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. Players may play EZmatch™ by marking the EZmatch box located at the top of each panel. EZmatch costs an additional \$1.00 per play. Marking the EZmatch box within a panel will add EZmatch to only the panel marked. Each panel played with EZmatch will print on a separate ticket. Players may choose the XTRA option for an additional \$1.00 per play. Players may choose the XTRA option by marking the “XTRA” box on the play slip and will apply to all panels and selections marked. Players may elect to play “Jackpot Combo” to receive three (3) Quick Pick tickets for the next available drawing consisting of one (1) \$2.00 FLORIDA LOTTO with XTRA ticket, one (1) \$2.00 POWERBALL® ticket and one (1) \$2.00 MEGA MILLIONS® ticket by marking the “Jackpot Combo \$6” box on the play slip or by telling the retailer. Paper play slips must be Florida Lottery approved and players must use only blue or black ink or pencil for making selections. Paper play slips may be processed through a Florida Lottery vending machine or processed by a retailer to obtain a ticket.

2. Digital Play Slip. How to Create a Digital Play Slip. From the Landing Page on the App, a player should select the FLORIDA LOTTO game icon and then click on “Pick Numbers.” For each panel played, the player should either select his or her numbers from a field of numbers described in paragraph (1)(a) or use the “Random Numbers” or “Shake to Play” feature for the App to provide the player random numbers. Up to ten panels may be created on one digital play slip. The player must also select the number of drawings, if more than the default of one drawing is desired. The parameters for advance play are set forth in paragraph (1)(e) below. If a player desires to add EZmatch to all panels played, he or she should click the “EZmatch” button so that “yes” is selected. Each panel played will include EZmatch and will print on a separate ticket. If the player desires to add XTRA to all panels played, he or she should click the “XTRA” button so that “yes” is selected. If the player desires to add Jackpot Combo play as further described in subparagraph (1)(d)1. above, the player should click the “Add Jackpot Combo” button so that “yes” is selected. Players may also use the “My Favorites” feature to save a digital play slip for later use. Once a digital play slip is created and the player clicks “Create Playslip,” a barcode will be displayed. The player may present the barcode appearing on his or her mobile device to the retailer to purchase a ticket through the retailer terminal or may use the barcode to purchase a ticket through a vending machine that provides for Draw game purchases. Illustrative instructions for creating a FLORIDA

LOTTO digital play slip are available by clicking on the How to Play button on the main FLORIDA LOTTO page.

(e) Advance Play. Players may play up to fifty-two consecutive FLORIDA LOTTO drawings by using the “advance play” option. To use the advance play option, players may either select the number of drawings on the play slip or tell the retailer their desired number of consecutive advance drawings. The number of consecutive advance drawings selected shall apply to each panel played. Advance play is not available with Jackpot Combo. In the event that a planned change in the FLORIDA LOTTO 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 at flalottery.com.

(f) 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 both paper and digital FLORIDA LOTTO play slips.

(g) Telling the Retailer. Retailers also are authorized to manually enter numbers selected by a player. Players electing to make their FLORIDA LOTTO ticket selections by telling the retailer must specify 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) and the number of drawings. Players may also tell the retailer if they would like to add EZmatch or XTRA to their ticket.

(h) Play it Again.

1. A player may request to “Play it Again” to replay a previously purchased FLORIDA LOTTO 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 provided in subparagraph (1)(h)2., below. Additionally, if the original ticket contains additional play feature(s) (i.e., EZmatch, XTRA), the new ticket will also contain the same play feature(s).

2. 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 FLORIDA LOTTO game. Tickets older than sixty days cannot be replayed. Tickets purchased using the Play it Again feature have the same cancellation provisions as the original ticket.

(2) FLORIDA LOTTO Drawings.

(a) FLORIDA LOTTO drawings shall be conducted twice per week, on Wednesday and Saturday by the Florida Lottery.

(b) The equipment shall be configured so that six balls are drawn from one set of balls numbered one (1) through fifty-three (53).

(c) Six (balls will be selected in the drawing. The numbers shown on the six balls, after certification by the Draw Manager and the Accountant, are the official winning numbers for the drawing.

(d) The Florida Lottery shall not be responsible for incorrect circulation, publication or broadcast of the official winning numbers.

(3) FLORIDA LOTTO Prize Divisions.

(a) FLORIDA LOTTO is a pari-mutuel game. For each drawing, 50 percent of net sales (gross sales less cancels and free tickets) from the sale of FLORIDA LOTTO tickets in the corresponding FLORIDA LOTTO sales period shall be allocated as the winning pool for the payment of prizes as provided below ("FLORIDA LOTTO Prize Pool"). The value of the FLORIDA LOTTO portion of a FLORIDA LOTTO with XTRA ticket awarded as a prize or given for free in a promotion shall be deducted from FLORIDA LOTTO gross sales in all reports, and the value of the XTRA portion of a FLORIDA LOTTO with XTRA ticket awarded as a prize or given for free in a promotion shall be deducted from XTRA gross sales in all reports.

(b) The Jackpot prize pool shall consist of 63.5 percent of the FLORIDA LOTTO Prize Pool for the drawing, plus any Jackpot money carried forward from the previous drawings. The Jackpot prize shall be divided equally among the players matching all six of the six official winning numbers. If there is no Jackpot winner in a drawing, the Jackpot pool shall be carried over and added to the Jackpot pool of the next FLORIDA LOTTO drawing.

(c) The second prize pool shall consist of 12.3 percent of the FLORIDA LOTTO Prize Pool for the drawing. The second prize pool shall be divided equally among the players matching five of the six official winning numbers. If there is no winner in the second prize category for a drawing, the second prize pool shall be carried over and added to the Jackpot prize pool of the next FLORIDA LOTTO drawing.

(d) The third prize pool shall consist of 10 percent of the FLORIDA LOTTO Prize Pool for the drawing. The third prize pool shall be divided equally among the players matching four of the six official winning numbers. If there is no winner in the third prize category for a drawing, the third prize pool shall be carried over and added to the Jackpot prize pool of the next FLORIDA LOTTO drawing.

(e) The fourth prize pool shall consist of 14.2 percent of the FLORIDA LOTTO Prize Pool for the drawing. The fourth prize pool shall be divided equally among the players matching three of the six official winning numbers. If there is no winner in the fourth prize category for a drawing, the fourth prize pool shall be carried over and added to the Jackpot prize pool of the next FLORIDA LOTTO drawing.

(f) The Jackpot prize will pay the guaranteed dollar amount described in subsection (5). The second, third and fourth prizes will be rounded down to the nearest fifty cents (\$.50); provided, however, that the fourth prize shall be no less than \$5.00. All rounding differences in the second, third and fourth prizes shall be used to fund future prizes in Lottery games or for special Lottery prize promotions. If the funds available for the payment of fourth prizes are insufficient to pay the minimum amount, the percentage described in paragraph (3)(a) above will be adjusted or funds available from any other funding source approved by the Legislature will be used to cover the prize liability.

(4) Determination of Prize Winners.

In order for a ticket to be a winning ticket, numbers appearing in a single horizontal row on the ticket (A, B, C, D, E, F, G, H, I, or J) must match the official winning FLORIDA LOTTO numbers in any order for the draw date for which the ticket was purchased. The prizes are set forth as follows:

(a) Jackpot Prize(s): Six of six official winning numbers.

(b) Second Prize: Five of six official winning numbers.

(c) Third Prize: Four of six official winning numbers.

(d) Fourth Prize: Three of six official winning numbers.

(5) FLORIDA LOTTO Guaranteed Jackpot.

(a) For each drawing the Lottery will announce a guaranteed deferred payment value of the Jackpot that can be won by a single player, based upon the estimated cash value of the Jackpot pool determined by projected and historical sales figures, current interest rates, and funds from rollovers, if any.

(b) For prizes to be paid in annual payments, if the cash available in the Jackpot pool is insufficient at the time the ticket is claimed to yield the announced guaranteed Jackpot value over the designated deferred payment period, the Lottery shall add to the Jackpot pool funds available from any other funding source approved by the Legislature to render it sufficient to yield the announced guaranteed Jackpot.

(c) For prizes to be paid in annual payments, if the cash available in the Jackpot pool is more than sufficient at the time the ticket is claimed to yield the announced guaranteed Jackpot value over the designated deferred payment period, the excess funds will be used for future prizes in Lottery games or for special Lottery prize promotions.

(d) The guaranteed cash option value of the Jackpot will be the amount required on the day of the drawing or, if the drawing is held on a Saturday or holiday, the business day prior to the drawing, to purchase securities to fund the announced guaranteed deferred payment value of the Jackpot. This day shall be referred to as the "prize determination day."

(e) For prizes to be paid in a single cash payment, if the cash available in the Jackpot pool is less than the cash option value of the Jackpot determined on the prize determination day, the Lottery shall add to the Jackpot pool funds available from any

other funding source approved by the Legislature sufficient to pay the cash option value of the Jackpot.

(f) For prizes to be paid in a single cash payment, if the cash available in the Jackpot pool is more than the cash option value of the Jackpot determined on the prize determination day, the excess funds will be used for future prizes in Lottery games or for special Lottery prize promotions.

(6) FLORIDA LOTTO with XTRA Option.

(a) The FLORIDA LOTTO with XTRA option shall be available in association with the FLORIDA LOTTO game for an additional \$1.00 per play. FLORIDA LOTTO tickets that contain the XTRA option and one or more plays eligible for FLORIDA LOTTO prizes shall entitle the holder to a total prize calculated by multiplying each FLORIDA LOTTO prize other than the Jackpot prize, the fourth prize and the fifth prize by the XTRA number for the applicable drawing. The FLORIDA LOTTO Jackpot is not eligible for multiplication under the XTRA option. The multiplier for a FLORIDA LOTTO with XTRA fourth prize will always be 5 regardless of the multiplier selected in a drawing. A 2 of 6 prize (fifth prize) is only available with the XTRA option and is a set prize, as further described in paragraph (6)(c) below, regardless of the multiplier selected in a drawing.

(b) FLORIDA LOTTO with XTRA tickets that match three of the six official winning numbers (fourth prize) shall entitle the holder to a prize of a guaranteed minimum of \$25.

(c) FLORIDA LOTTO with XTRA tickets that match two of the six official winning numbers (fifth prize) shall entitle the holder to a prize of a free FLORIDA LOTTO with XTRA quick pick ticket for the next available FLORIDA LOTTO drawing. FLORIDA LOTTO with XTRA tickets generated as a prize cannot be canceled.

(d) The prize pool for XTRA prizes shall be funded by LOTTO with XTRA ticket sales. If the funds available from XTRA ticket sales are insufficient to pay all XTRA prizes, the percentage described in paragraph (3)(a) above will be adjusted or funds available from any other funding source approved by the Legislature will be used to cover the prize liability.

(e) Prior to each FLORIDA LOTTO drawing, the Lottery shall conduct an XTRA drawing to select the XTRA number from among the following series of numbers: 2, 3, 4, and 5. The odds of a particular XTRA number being selected in an XTRA drawing are 1:4. During special promotions, the Lottery will announce XTRA numbers that are higher than the foregoing series of numbers.

(f) All XTRA prizes shall be paid in single, lump-sum payments determined by multiplying the applicable FLORIDA LOTTO prizes by the number selected in the XTRA drawing. The estimated, guaranteed and set XTRA prizes are as follows:

FLORIDA LOTTO	XTRA Estimated Prizes
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Match	Prize	X2 (Odds 1:4)	X3 (Odds 1:4)	X4 (Odds 1:4)	X5 (Odds 1:4)
6 of 6	Jackpot (Guaranteed)	—	—	—	—
5 of 6	\$5,000 (Estimated)	\$10,000	\$15,000	\$20,000	\$25,000
4 of 6	\$70 (Estimated)	\$140	\$210	\$280	\$350
3 of 6	\$5 (Guaranteed minimum)	\$25 (Guaranteed minimum)	\$25 (Guaranteed minimum)	\$25 (Guaranteed minimum)	\$25 (Guaranteed minimum)
2 of 6	N/A	Free Ticket	Free Ticket	Free Ticket	Free Ticket

(g) On occasion, the Florida Lottery will conduct promotions in which specified prize levels of FLORIDA LOTTO with XTRA tickets will be designated to have a higher multiplier number than the number drawn pursuant to paragraph (6)(e), above.

(7) FLORIDA LOTTO Odds of Winning.

The odds of winning the prizes described in subsection (4) and paragraph (6)(c) are as follows:

(a) Jackpot Prize – 1:22,957,480.

(b) Second Prize – 1:81,409.50.

(c) Third Prize – 1:1,415.82.

(d) Fourth Prize – 1:70.79.

(e) Fifth Prize for LOTTO XTRA plays only – 1:8.58

(f) The overall odds of winning a prize in a FLORIDA LOTTO drawing with a FLORIDA LOTTO ticket without the XTRA option are 1:67.36. The overall odds of winning a prize in a FLORIDA LOTTO drawing with a FLORIDA LOTTO with XTRA ticket are 1:7.61.

(8) How to Play FLORIDA LOTTO with EZmatch.

(a) EZmatch is an instant-win option associated with FLORIDA LOTTO that costs \$1.00 per play in addition to the cost of the FLORIDA LOTTO ticket. The EZmatch option can be added on to a FLORIDA LOTTO or FLORIDA LOTTO with XTRA play.

(b) A player selecting EZmatch will receive six EZmatch numbers printed below the FLORIDA LOTTO numbers on the ticket. If any of the EZmatch numbers matches any of the FLORIDA LOTTO numbers, the player will instantly win the corresponding prize shown.

(c) The EZmatch option is available with an advance play FLORIDA LOTTO ticket purchase for one play only and is not a part of FLORIDA LOTTO plays for future drawings.

(d) If an EZmatch prize is redeemed before one or more FLORIDA LOTTO drawing(s) have occurred, the player will be provided a continuation ticket that will have the same drawing or drawings and the same FLORIDA LOTTO numbers that were printed on the original ticket.

(e) EZmatch is not included in a Jackpot Combo play and cannot be added to a Jackpot Combo play. However, EZmatch can be added to one or more panels played on a FLORIDA LOTTO play slip in which the Jackpot Combo box is also selected. In such case, the Jackpot Combo tickets and the FLORIDA LOTTO with EZmatch ticket or tickets will print separately.

(f) The base prize structure and estimated odds of winning EZmatch are as follows:

<u>Prize</u>	<u>Winners in 420,000 (Per Pool)</u>	<u>Estimated Odds</u>
<u>\$500</u>	<u>5</u>	<u>1:84,000.00</u>
<u>\$250</u>	<u>5</u>	<u>1:84,000.00</u>
<u>\$100</u>	<u>38</u>	<u>1:11,052.63</u>
<u>\$50</u>	<u>124</u>	<u>1:3,387.10</u>
<u>\$20</u>	<u>300</u>	<u>1:1,400.00</u>
<u>\$15</u>	<u>470</u>	<u>1:893.62</u>
<u>\$10</u>	<u>4,200</u>	<u>1:100.00</u>
<u>\$5</u>	<u>1,400</u>	<u>1:300.00</u>
<u>\$4</u>	<u>7,000</u>	<u>1:60.00</u>
<u>\$3</u>	<u>30,800</u>	<u>1:13.64</u>
<u>\$2</u>	<u>44,800</u>	<u>1:9.38</u>
<u>Overall</u>		<u>1:4.71</u>

The EZmatch prize structure will be replenished automatically when the top tier prizes are exhausted. The prize structure and odds of winning are subject to change with promotional offerings. In such an event, the promotional prize structure and odds will be available at flalottery.com, Lottery district offices and retailer locations.

(g) EZmatch prizes can be claimed up to one hundred eighty days from the first draw date on the FLORIDA LOTTO ticket.

(h) If an EZmatch prize is claimed after the FLORIDA LOTTO drawing has occurred and prior to the 180-day expiration described in paragraph (8)(g), above, the EZmatch prize or prizes and any FLORIDA LOTTO and XTRA prizes won will be combined and paid as one prize amount.

(9) FLORIDA LOTTO Payment Options.

(a) Players have a choice of two payment options for receiving their portion of a FLORIDA LOTTO Jackpot prize. Payment options are “Cash Option” and “Annual Payment.”

(b) Jackpot winners have sixty days after the winning draw date to choose between the two payment options. In order to select the Cash Option, the Jackpot winner must submit his or her

ticket for payment within sixty days after the winning draw date. If the Jackpot 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 (9)(f) below. Once the Jackpot winner files a claim and exercises the winner's chosen option, the election of that option shall be final. The Annual Payment method of payment will also be final when it is applied due to a Jackpot winner not making his or her payment election within sixty days after the winning draw date.

(c) A Jackpot winner who chooses the Cash Option will receive one lump sum cash payment of the amount required on the prize determination day to purchase securities to fund the Jackpot prize paid over thirty years, less applicable withholding taxes. The amount of the Cash Option payment to multiple Jackpot winners will be the amount required on the prize determination day to purchase securities to fund their pro rata share of the Jackpot prize paid over thirty years, less applicable withholding taxes.

(d) If a Jackpot prize winner elects the Annual Payment option, his or her portion of the Jackpot prize will be paid in thirty annual payments, each less applicable withholding taxes.

(e) If the prize amount per winner in a FLORIDA LOTTO drawing cannot be paid in increments of \$1,000 in thirty payments, the winner’s share of the prize pool will be invested in U.S. Treasury securities that will yield the maximum amount possible over thirty years as can be reached in increments of \$1,000. If the amount the investment will yield is less than the announced guaranteed Jackpot, the present value of the difference between the amount the investment will yield and the winner’s guaranteed prize amount over thirty years will be paid to the winner in the first payment.

(f) If the number of winners of a Jackpot prize would result in each person’s prize being less than \$1,000,000 if paid over thirty years, the Lottery shall pay the Jackpot winner or winners in a single cash payment of the amount required on the prize determination day to purchase securities to fund the winner’s pro rata share of the Jackpot paid over thirty years, less applicable withholding taxes.

(g) Federal income taxes shall be applied and withheld from the prize amount at the time payment is made.

(h) Any interest or earnings accrued on a FLORIDA LOTTO Jackpot prize prior to the prize payment, under either the Cash Option or the Annual Payment option, shall accrue to the State of Florida and not to the winner.

(10) FLORIDA LOTTO Rules and Prohibitions.

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

(b) FLORIDA LOTTO prize payments shall be made in accordance with rules 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.

(c) Subject to a retailer's hours of operation and gaming system availability, FLORIDA LOTTO tickets are available for purchase daily between the hours of 6:00 a.m. and 12:00 midnight Eastern Time (ET).

(d) The scheduled time for the Wednesday and Saturday FLORIDA LOTTO drawings is approximately 11:15 p.m., ET. Ticket sales for a specific FLORIDA LOTTO drawing will close at approximately 10:40 p.m., ET. Any ticket sold after the close of game will be printed with the next FLORIDA LOTTO draw date.

(e) Retailer cancellations of FLORIDA LOTTO tickets can only be performed by the retailer who sold the ticket, using the selling terminal's optical mark reader, and within two hours after printing, except that no FLORIDA LOTTO ticket shall be canceled after game close for the related drawing. Tickets in Jackpot Combo play cannot be canceled. FLORIDA LOTTO tickets with EZmatch cannot be canceled. The two-hour cancellation period may be reduced due to the selling retailer's hours of business operation; the selling retailer's hours of business operation; the cut off time for daily sales (12:00 midnight ET) gaming system availability; or the time of the related FLORIDA LOTTO close of game for the related drawing. Ticket cancellations cannot be processed through a vending machine. If a player desires to cancel a cancelable ticket purchased through a vending machine, the player must present the ticket to the retailer where the ticket was purchased for processing within the timeframe described above.

(f) It is the player's responsibility to make sure his or her ticket(s) are printed exactly as requested before leaving the retailer, including verifying the number of ticket(s) printed, and to determine the accuracy of selected panels of numbers, play amounts, play features, and draw date(s) on a ticket. In the event that a ticket given to the player by the retailer contains selections that are not consistent with the player's selections, it shall be the responsibility of the player to immediately advise the retailer of that fact. In such event and upon request of the player within the time period specified herein, the retailer shall make a good faith effort to cancel a cancelable ticket.

(11) This emergency rule replaces Emergency Rule 53ER18-1, F.A.C.

(12) The effective date of this rule is June 26, 2020.

Rulemaking Authority 24.105(9)(a), (b), (c), (d), (e), (f), (h), 24.109(1), 24.115(1) FS. Law Implemented 24.105 (9)(a), (b), (c), (d), (e), (f), (h), 24.115(1), 24.124(1) FS. History- New 6-26-20, Replaces 53ER18-1.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: June 26, 2020.

DEPARTMENT OF THE LOTTERY

RULE NO.: **RULE TITLE:**
53ER20-43 CASH4LIFE®

SUMMARY: This emergency rule sets forth the provisions for the conduct of the lottery Draw game, CASH4LIFE® and modifies provisions of Emergency Rule 53ER19-46 identified during a rule review conducted in connection with the Florida Lottery's launch of the new Florida Lottery Mobile Convenience App.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

THE FULL TEXT OF THE EMERGENCY RULE IS:
53ER20-43 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) Play Slip- For purposes of this rule, a "play slip" is defined as an original paper play slip issued and approved by the Florida Lottery for the CASH4LIFE game, or a digital play slip for the CASH4LIFE game generated using the Florida Lottery Mobile Convenience App ("App"). Except where necessary herein to differentiate between a paper play slip and a digital play slip, the term "play slip" shall be inclusive of both types of play slips.

(p) 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.

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

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

(s) 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.

(t) 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.

(u) 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.

(v) 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).

(w) 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.

1. Paper Play Slips. There are five panels on a paper 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 paper 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. Paper play slips must be Florida Lottery approved and players must use only blue or black ink or pencil for making selections. Paper play slips may be processed through a Florida Lottery full vending machine or processed by a Florida Lottery retailer to obtain a ticket.

2. Digital Play Slip. How to Create a Digital Play Slip. From the Landing Page on the App, a player should select the CASH4LIFE game icon and then click on "Pick Numbers." For each panel played, the player should either select his or her numbers from a field of numbers described in paragraph (2)(a) or use the "Random Numbers" or "Shake to Play" feature for the App to provide the player random numbers. Up to ten panels may be created on one digital play slip. The player must also select the number of drawings, if more than the default of one drawing is desired. The parameters for advance play are set forth in paragraph (2)(d) below. Players may also use the "My Favorites" feature to save a digital play slip for later use. Once a digital play slip is created and the player clicks "Create Playslip," a barcode will be displayed. The player may present the barcode appearing on his or her mobile device to the retailer to purchase a ticket through the retailer terminal or may use the barcode to purchase a ticket through a vending machine that provides for Draw game purchases. Illustrative instructions for creating a CASH4LIFE digital play slip are available by clicking on the "How to Play" button on the main CASH4LIFE page.

(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 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.

(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. 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.

(a) Individual Claimed Life-Contingent Prize. Following the guaranteed 20-year period, starting with year 21, a Life-Contingent winner shall ensure that the Lottery receives an original notarized affidavit (or from the power of attorney, custodian or guardian, or medical provider for the winner) executed by the winner (or from the power of attorney, custodian or guardian, or medical provider for the winner) stating that he or she is still living and shall include a current address and telephone number for the winner. Except in the case of the winner, neither the maker and/or executor of the affidavit shall have a financial, pecuniary, or other interest in the winnings. The Lottery reserves the right to verify the authenticity and accuracy of the affidavit, including confirming

the winner is alive. Such affidavit shall be executed and received by the Lottery within the 14-calendar day period prior to the issuance of payment to the winner. An affidavit showing proof of life shall be required for each and every year thereafter.

(b) Individual Claimed Life-Contingent Prize - Assignment. Should a life-contingent prize winner, who is receiving annual payments, assign any year or years beyond the guaranteed 20-year period, the Assignee shall ensure that the Lottery receives an original notarized affidavit (or from the power of attorney, custodian or guardian, or medical provider for the winner) executed by the winner (or from the power of attorney, custodian or guardian, or medical provider for the winner) stating that he or she is still living and shall include a current address and telephone number for the winner. Neither the maker and/or executor of the affidavit shall have a financial, pecuniary, or other interest in the assigned winnings. The Lottery reserves the right to verify the authenticity and accuracy of the affidavit, including confirming the winner is alive. Such affidavit shall be executed and received by the Lottery within the 14-calendar day period prior to the issuance of payment to Assignee. An affidavit showing proof of life shall be required for each and every year of the time frame for which payments are assigned.

(c) Trust, Corporation or Other Legal Entity Claimed Life-Contingent Prize. The prize payment period for a trust, corporation or other legal entity that has claimed a life-contingent prize is fixed at twenty years. Accordingly, no payment beyond twenty years will be issued to an Assignee of a life-contingent prize claimed by a legal entity.

(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) This emergency rule replaces Emergency Rule 53ER19-46, F.A.C.

(21) The effective date of this emergency rule is June 26, 2020. 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 6-26-20, Replaces 53ER19-46.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: June 26, 2020.

DEPARTMENT OF THE LOTTERY

RULE NO.: RULE TITLE:

53ER20-44 PICK 2™

SUMMARY: This emergency rule sets forth the provisions for the conduct of the Draw lottery game, PICK 2™ and modifies provisions of Rule 53ER18-35 identified in a rule review conducted in connection with the Florida Lottery's launch of the new Florida Lottery Mobile Convenience App.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER20-44 PICK 2™.

(1) How to Play PICK 2™.

(a) PICK 2 is a Draw lottery game (also known as an online terminal game) in which a player selects any two-digit number from 00 to 99 inclusive. The digits may be the same or different, for example, 11 and 12 are both valid selections. A player selects only one digit in a Front Number or Back Number play as further described in paragraphs (2)(d) and (e) below.

(b) Players may choose play amounts of \$.50 or \$1.00 per play, per drawing.

(c) For purposes of this rule, a "play slip" is defined as an original paper play slip issued and approved by the Florida Lottery for the PICK 2 game, or a digital play slip for the PICK 2 game generated using the Florida Lottery Mobile Convenience App ("App"). Except where necessary herein to differentiate between a paper play slip and a digital play slip, the term "play slip" shall be inclusive of both types of play slips.

(d) Players may make their PICK 2 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; by telling the Florida Lottery retailer their desired selections; or by requesting to use the Play it Again feature.

(e) Play Slips.

1. Paper Play Slip. There are five panels on a paper PICK 2 play slip. Each panel played prints on a separate ticket. Players electing to use a paper play slip to make their PICK 2 selections must mark one number in each column or mark the Quick Pick (QP) box located at the bottom of each panel for the terminal to randomly select one or more of the numbers for each panel played. The player may also mark the play type, draw time and play amount; however, if the play type, play amount, or draw time is not marked by the player, the terminal will default to a \$1.00 straight play for the next available draw. 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. Players may mark the \$5 "Quick Picks" box to receive five \$1.00 tickets, each with one set of two randomly selected

numbers (straight play) for the next available PICK 2 drawing; or may mark the \$10 “Quick Picks” box to receive ten \$1.00 tickets, each with one set of two randomly selected numbers (straight play) for the next available PICK 2 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 (1)(f) below. Paper play slips must be Florida Lottery approved and players must use only blue or black ink or pencil for making selections. Paper play slips may be processed through a Florida Lottery vending machine or processed by a Florida Lottery retailer to obtain a ticket.

2. Digital Play Slip. How to Create a Digital Play Slip. From the Landing Page on the App, a player should select the PICK 2 game icon and then click on “Pick Numbers.” The player may either select his or her numbers from a field of numbers described in paragraph (1)(a) or use the “Random Numbers” or “Shake to Play” feature for the App to provide the player random numbers. Up to five panels can be created on one digital PICK 2 play slip. A player must also select the play type, play amount and drawing time, which will apply to all panels played, and if more than the default of one drawing is desired, select the number of drawings. The parameters for advance play are set forth in paragraph (1)(f) below. Players may also use the “My Favorites” feature to save the digital play slip for later use. Once a digital play slip is created and the player clicks “Create Playslip,” a barcode will be displayed. The player may present the barcode appearing on his or her mobile device to the retailer to purchase a ticket through the retailer terminal or may use the barcode to purchase a ticket through a vending machine that provides for Draw game purchases. Illustrative instructions for creating a PICK 2 digital play slip are available by clicking on the “How to Play” button on the main PICK 2 page.

(f) Advance Play. Players may play future consecutive midday, evening or both drawings within a fourteen-day period or non-consecutive drawings within a seven-day period by using the “advance play” feature. To use the advance play feature, players may either select the number of drawings and drawing time(s) on the play slip or tell the retailer the advance play selections and draw time(s) they desire. For purposes of this paragraph (1)(f), both a fourteen-day and a seven-day period begin on the date of the next available PICK 2 drawing for the draw time(s) selected and continue through the next thirteen /six consecutive days for the draw time(s) selected.

1. Advance Play by Play Slip. Advance play selections made on a play slip are for consecutive drawings for only the selected draw time(s). The number of consecutive drawings selected will include the next available drawing for the draw time(s) selected and will apply to the panel(s) played. For paper play slips, advance play will not be applied to selections when the \$5 or \$10 Quick Picks box is marked.

a. If the midday (MID) box is selected, the ticket will be entered into the next available midday draw and consecutive midday draws through the selected number of days.

b. If the evening (EVE) box is selected, the ticket will be entered into the next available evening draw and consecutive evening draws through the selected number of days.

c. If the both (BOTH) box is selected, the ticket will be entered into the next available draw and consecutive midday and evening draws through the selected number of days.

2. Advance Play by Telling the Retailer. Players shall specify to the retailer their desired selections in one of the following advance play parameters:

a. Any single day for the draw time(s) selected in a seven-day period;

b. Any two non-consecutive days for the draw time(s) selected in a seven-day period;

c. Any two or more consecutive days for the draw time(s) selected in a seven-day period, not including the next available drawing.

d. Up to fourteen consecutive days for the draw time(s) selected, including the next available drawing.

In the event that a planned change in the PICK 2 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.

(g) 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 both paper and digital PICK 2 play slips to purchase tickets. Neither a retailer nor a player can process the cancellation of a PICK 2 ticket through a vending machine. At the request of a player, the retailer shall make a good faith effort to cancel PICK 2 tickets that are purchased through a vending machine by using the retailer’s lottery terminal in accordance with the cancellation provisions in paragraph (5)(e).

(h) Telling the Retailer. Retailers also are authorized to manually enter numbers selected by a player. Players electing to make their PICK 2 ticket selections by telling the retailer must specify the play type, play amount, draw time(s), 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).

(i) Play it Again.

1. A player may request to “Play it Again” to replay a previously purchased PICK 2 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, play amount, play type, draw time(s), number of panels, and number of drawings as the original ticket, except as provided in subparagraph (1)(i)2., below.

2. 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 PICK 2 game. Tickets older than sixty days cannot be replayed. Tickets purchased using the Play it Again feature have the same cancellation provisions as the original ticket.

(2) Determination of Prizes. PICK 2 can be played and won as follows:

(a) "Straight" play. In a straight play, if a player's digits as printed on the player's ticket match, in exact order, the official PICK 2 winning numbers for the drawing, the player wins \$25 for a 50-cent play or \$50 for a \$1.00 play.

(b) "Box" play. A box play allows a player to win if the player's digits match, in any order, the official PICK 2 winning numbers for the drawing. A "box" play pays a winner \$12.50 for a 50-cent play or \$25 for a \$1.00 play.

(c) "Straight and Box" play. A straight and box play combines a 50-cent straight play and a 50-cent box play for a \$1.00 play. A "Straight and box" play pays a winner \$37.50 if a player's digits as printed on the player's ticket match, in exact order, the official PICK 2 winning numbers of the drawing, or \$12.50 if the player's digits match, in any order, the official PICK 2 winning numbers for the drawing.

(d) "Front Number" play. A front number play allows a player to select only one digit and pays \$2.50 for a 50-cent play or \$5.00 for a \$1.00 play if the first digit as printed on the ticket matches the first number of the official PICK 2 winning numbers for the drawing.

(e) "Back Number" play. A back number play allows a player to select only one digit and pays \$2.50 for a 50-cent play or \$5.00 for a \$1.00 play if the last digit as printed on the ticket matches the last number of the official PICK 2 winning numbers for the drawing.

(f) "1-OFF®" play. A 1-OFF play allows a player to win if the two-digit number chosen by the player matches, in exact order, the official PICK 2 winning numbers for the drawing ("straight win") or if, in exact order, one or both of the digits are one number higher or lower than the official PICK 2 winning numbers for the drawing ("1-OFF win"). A PICK 2 1-OFF ticket will contain the two-digit number (player-selected or Quick Pick) that qualifies for the straight win and a chart that shows the straight match and corresponding 1-OFF digits. In PICK 2, there are a total of eight possible 1-OFF combinations. A \$1.00 play pays as follows:

1. \$25 for a straight win

2. \$3 for a 1-OFF on one digit win- (one digit matches, one digit is off by one)

3. \$3 for a 1-OFF on two digits win- (both digits are off by one)

A 50-cent play amount is not available for a 1-OFF play.

(g) On occasion, increases in the prize amounts set forth in this subsection (2) will be offered for promotional purposes. In such event, the increased prize amounts will be available at flalottery.com, Lottery district offices and retailer locations.

(h) A liability limit of \$1 million is established for PICK 2. When the play of a two-digit number for a drawing reaches the Florida Lottery's PICK 2 liability limit of \$1 million, no further ticket sales for any type of play that would involve that two-digit number will be allowed for that drawing. In addition, no Front Number or Back Number play that involves the first or last digit of the two-digit number will be allowed for that drawing.

(3) PICK 2 Drawings.

(a) PICK 2 drawings are conducted twice daily by the Florida Lottery.

(b) The equipment shall be configured so that one ball is drawn from each of two units of balls numbered zero (0) through nine (9).

(c) Two balls will be selected in the drawing, one each into two separate display devices. The numbers shown on the two balls, after certification by the Draw Manager and the Accountant, shall be the official winning numbers for the drawing.

(d) The Florida Lottery shall not be responsible for incorrect circulation, publication or broadcast of official winning numbers.

(4) PICK 2 Odds of Winning.

The odds of winning in PICK 2 are as follows:

(a) Straight 1 in 100

(b) Box 1 in 50

(c) Straight and Box 1 in 100 and 1 in 50

(d) Front Number 1 in 10

(e) Back Number 1 in 10

(f) 1-OFF

1. Straight 1 in 100

2. 1-OFF on one digit 1 in 25

3. 1-OFF on two digits 1 in 25

(5) PICK 2 Rules and Prohibitions.

(a) By purchasing a PICK 2 ticket the player agrees to comply with and abide by all rules and regulations of the Florida Lottery.

(b) PICK 2 prize payments shall be made in accordance with rules 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.

(c) Subject to a retailer's hours of operation and gaming system availability, PICK 2 lottery tickets are available for purchase daily between the hours of 6:00 a.m. and midnight, Eastern Time (ET).

(d) The scheduled time for the daily PICK 2 drawing is approximately 1:30 p.m. ET for the midday draw and

approximately 9:45 p.m. ET for the evening draw. Ticket sales for a specific PICK 2 drawing will close approximately thirteen minutes prior to that drawing. Any ticket sold after the close of game will be printed with the next available PICK 2 draw date and draw time, unless the player specifies another PICK 2 draw date and draw time within the selection parameters.

(e) Retailer cancellations of PICK 2 tickets can only be performed by the retailer who sold the ticket, using the selling terminal's optical mark reader, and within two hours after printing, except that no PICK 2 ticket can be canceled after game close for the related drawing. The two-hour ticket cancellation period may be reduced due to the selling retailer's hours of business operation; the cut off time for daily sales (12:00 midnight ET); the hours of gaming system availability; or the time of the related PICK 2 close of game for the related drawing. Ticket cancellations cannot be processed through a vending machine. If a player desires to cancel a ticket purchased through a vending machine, the player must present the ticket to the retailer location where the ticket was purchased for processing within the timeframe described above.

(f) It is the player's responsibility to make sure his or her ticket(s) are printed exactly as requested before leaving the retailer, including verifying the number of ticket(s) printed, and to determine the accuracy of the selected panels of numbers, draw date(s) and times, play amount and play type on tickets. In the event that a ticket given to the player by the retailer contains selections that are not consistent with the player's selections, it shall be the responsibility of the player to immediately advise the retailer of that fact. In such event and upon request of a player, the retailer shall make a good faith effort to cancel the ticket.

(6) This emergency rule replaces Emergency Rule 53ER18-35, F.A.C.

(7) The effective date of this emergency rule is June 26, 2020. Rulemaking Authority 24.105(2), 24.105(9)(a), (b), (c), (d), (e), (f), (h), 24.109(1), 24.115(1) FS. Law Implemented 24.105(9)(a), (b), (c), (d), (e), (f), (h), 24.124(1) FS. History-New 6-26-20, Replaces 53ER18-35.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: June 26, 2020.

DEPARTMENT OF THE LOTTERY

RULE NO.: RULE TITLE:
53ER20-45 PICK 3™

SUMMARY: This emergency rule sets forth the provisions for the conduct of the Draw lottery game, PICK 3™ and modifies provisions of Rule 53ER18-36 identified in a rule review conducted in connection with the Florida Lottery's launch of the new Florida Lottery Mobile Convenience App.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

THE FULL TEXT OF THE EMERGENCY RULE IS:
53ER20-45 PICK 3™.

(1) How to Play PICK 3™.

(a) PICK 3 is a Draw lottery game (also known as an online terminal game) in which a player selects any three-digit number from 000 to 999 inclusive. The digits may be the same, different or combination thereof; for example, 111, 122, and 123 are all valid selections. A player selects only two digits in a Front Pair or Back Pair play as further described in paragraphs (2)(e) and (f) below.

(b) Players may choose play amounts of \$.50 or \$1.00 per play, per drawing.

(c) For purposes of this rule, a "play slip" is defined as an original paper play slip issued and approved by the Florida Lottery for the PICK 3 game, or a digital play slip for the PICK 3 game generated using the Florida Lottery Mobile Convenience App ("App"). Except where necessary herein to differentiate between a paper play slip and a digital play slip, the term "play slip" shall be inclusive of both types of play slips.

(d) Players may make their PICK 3 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 retailer their desired selections; or by requesting to use the Play it Again feature.

(e) Play Slip.

1. Paper Play Slips. There are five panels on a paper PICK 3 play slip. Players electing to use a paper play slip to make their PICK 3 selections must mark one number in each column or mark the Quick Pick (QP) box located at the bottom of each panel for the terminal to randomly select one or more of the numbers for each panel played. The player may also mark the play type, draw time and play amount; however, if the play type, play amount, or draw time is not marked by the player, the terminal will default to a \$1.00 straight play for the next available draw. 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. Players may mark the \$5 "Quick Picks" box to receive five \$1.00 tickets, each with one set of three randomly selected numbers (straight play) for the next available PICK 3 drawing; or may mark the \$10 "Quick Picks" box to receive ten \$1.00 tickets, each with one set of three randomly selected numbers (straight play) for the next available PICK 3 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 (1)(f) below. Paper play slips must be Florida Lottery approved and players

must use only blue or black ink or pencil for making selections. Paper play slips may be processed through a Florida Lottery full service vending machine or processed by a Florida Lottery retailer to obtain a ticket. A player who selects the combo play type and who elects to use the quick pick feature will not be able to select the total cost of the ticket. The total cost will be determined by whether the quick pick numbers selected by the terminal comprise a 3-way combo or 6-way combo play type as described in paragraph (2)(d) below. A player who selects the box play type or the straight/box play type and who elects to use the quick pick feature will not be able to select the type of box play. The type of box play will be determined by whether the quick pick numbers selected by the terminal comprise a 3-way or 6-way box combination as described in paragraph (2)(b) below.

2. Digital Play Slip. How to Create a Digital Play Slip. From the Landing Page on the App, a player should select the PICK 3 game icon and then click on "Pick Numbers". The player may either select his or her numbers from a field of numbers described in paragraph (1)(a) or use the "Random Numbers" or "Shake to Play" feature for the App to provide the player random numbers. Up to five panels can be created on one digital PICK 3 play slip. A player must also select the play type, play amount and drawing time, which will apply to all panels played, and, if more than the default of one drawing is desired, select the number of drawings. The parameters for advance play are set forth in paragraph (1)(f) below. Players may also use the "My Favorites" feature to save the digital play slip for later use. Once a digital play slip is created and the player clicks "Create Playslip," a barcode will be displayed. The player may present the barcode appearing on his or her mobile device to the retailer to purchase a ticket through the retailer terminal or may use the barcode to purchase a ticket through a vending machine that provides for Draw game purchases. Illustrative instructions for creating a PICK 3 digital play slip are available by clicking on the "How to Play" button on the main PICK 3 page.

(f) Advance Play. Players may play future consecutive midday, evening or both drawings within a fourteen-day period or non-consecutive drawings within a seven-day period by using the "advance play" feature. To use the advance play feature, players may either select the number of drawings and draw time(s) on the play slip or tell the retailer the advance play selections and draw time(s) they desire. For purposes of this paragraph (1)(f), both a fourteen-day and a seven-day period begin on the date of the next available PICK 3 drawing for the draw time(s) selected and continue through the next thirteen /six consecutive days for the draw time(s) selected.

1. Advance Play by Play Slip. Advance play selections made on a play slip are for consecutive drawings for only the selected draw time(s). The number of consecutive drawings selected will include the next available drawing for the draw time(s) selected

and will apply to the panel(s) played. For paper play slips, advance play will not be applied to selections when the \$5 or \$10 Quick Picks box is marked

a. If the midday (MID) box is selected, the ticket will be entered into the next available midday draw and consecutive midday draws through the selected number of days.

b. If the evening (EVE) box is selected, the ticket will be entered into the next available evening draw and consecutive evening draws through the selected number of days.

c. If the both (BOTH) box is selected, the ticket will be entered into the next available draw and consecutive midday and evening draws through the selected number of days.

2. Advance Play by Telling the Retailer. Players shall specify to the retailer their desired selections in one of the following advance play parameters:

a. Any single day for the draw time(s) selected in a seven-day period;

b. Any two non-consecutive days for the draw time(s) selected in a seven-day period;

c. Any two or more consecutive days for the draw time(s) selected in a seven-day period, not including the next available drawing.

d. Up to fourteen consecutive days for the draw time(s) selected, including the next available drawing.

In the event that a planned change in the PICK 3 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.

(g) 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 both paper and digital PICK 3 play slips to purchase tickets. Neither a retailer nor a player can process the cancellation of a PICK 3 ticket through a vending machine. At the request of a player, the retailer shall make a good faith effort to cancel PICK 3 tickets that are purchased through a vending machine by using the retailer's lottery terminal in accordance with the cancellation provisions in paragraph (5)(e).

(h) Telling the Retailer. Retailers also are authorized to manually enter numbers selected by a player. Players electing to make their PICK 3 ticket selections by telling the retailer must specify the play type, play amount, draw time, 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).

(i) Play it Again.

1. A player may request to "Play it Again" to replay a previously purchased PICK 3 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, play

amount, draw time(s), number of panels, and number of drawings as the original ticket, except as provided in subparagraph (1)(i)2..below.

2. 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 PICK 3 game. Tickets older than sixty days cannot be replayed. Tickets purchased using the Play it Again feature have the same cancellation provisions as the original ticket.

(2) Determination of Prizes.

PICK 3 can be played and won as follows:

(a) "Straight" play. In a straight play, if a player's digits as printed on the player's ticket match, in exact order, the official PICK 3 winning numbers for the drawing, the player wins \$250.00 for a 50-cent play or \$500 for a \$1.00 play.

(b) "Box" play. A box play allows a player to win if the player's digits match, in any order, the official PICK 3 winning numbers for the drawing.

1. A "3-way box" is a play in which the player has selected a number with two identical digits and one different digit (example 112) and covers the three possible combinations of the three digits. A 3-way box pays a winner \$80.00 for a 50-cent play or \$160.00 for a \$1.00 play.

2. A "6-way box" is a play in which the player has selected a number in which all three digits are different (example 123) and covers the six possible combinations of the three digits. A 6-way box pays a winner \$40.00 for a 50-cent play or \$80.00 for a \$1.00 play.

(c). "Straight and Box" play. A straight and box play combines a 50-cent straight play and a 50-cent box play for a \$1.00 play.

1. A "Straight and 3-way box" play pays a winner \$330.00 if a player's digits as printed on the player's ticket, match, in exact order, the official PICK 3 winning numbers for the drawing, or \$80.00 if the player's digits match, in any other order, the official PICK 3 winning numbers for the drawing.

2. A "Straight and 6-way box" play pays a winner \$290.00 if a player's digits as printed on the player's ticket match, in exact order, the official PICK 3 winning numbers for the drawing, or \$40.00 if the player's digits match, in any other order, the official PICK 3 winning numbers for the drawing.

(d) "Combo" play. A combo is a play covering all straight combinations of a 3-digit number and will cost \$1.50 to \$6.00 depending upon the amount played (50 cents or \$1.00) and the number of like digits in the 3-digit number selected.

1. A "3-way combo" is a play in which the player has selected a number with two identical digits and one different digit. The combo involves three straight play combinations; for example, a (122) 3-way combo covers the combinations 122, 212, and

221. A "3-way combo" pays \$250 for a \$1.50 play (50 cents per combination) or \$500 for a \$3.00 play (\$1.00 per combination).

2. A "6-way combo" is a play in which the player has selected a number in which all three digits are different. The combo involves six straight play combinations; for example, a (123) 6-way combo covers the combinations 123, 132, 213, 231, 312, and 321. A "6-way combo" pays \$250 for a \$3.00 play (50 cents per combination) or \$500 for a \$6.00 play (\$1.00 per combination).

(e) "Front Pair" play. A front pair play allows a player to select only two digits and pays \$25.00 for a 50-cent play or \$50.00 for a \$1.00 play if the two digits as printed on the player's ticket match, in exact order, the first two numbers of the official PICK 3 winning numbers for the drawing.

(f) "Back Pair" play. A back pair play allows a player to select only two digits and pays \$25.00 for a 50-cent play or \$50.00 for a \$1.00 play if the two digits as printed on the player's ticket match, in exact order, the last two numbers of the official PICK 3 winning numbers for the drawing.

(g) "1-OFF@" play. A 1-OFF play allows a player to win if the three-digit number chosen by the player matches, in exact order, the official PICK 3 winning numbers for the drawing ("straight win") or if, in exact order, one, two or three of the digits are one number higher or lower than the official PICK 3 winning numbers for the drawing ("1-OFF win"). A PICK 3 1-OFF ticket will contain the three-digit number (player-selected or Quick Pick) that qualifies for the straight win and a chart that shows the straight match and corresponding 1-OFF digits. In PICK 3, there are a total of twenty-six possible 1-OFF combinations. A \$1.00 play pays as follows:

1. \$250 for a straight win

2. \$20 for a 1-OFF on one digit win- (two digits match, one digit is off by one)

3. \$10 for a 1-OFF on three digits win- (all three digits are off by one)

4. \$5 for a 1-OFF on two digits win- (one digit matches, two digits are off by one)

A 50-cent play amount is not available for a 1-OFF play.

(h) On occasion, increases in the prize amounts set forth in this subsection (2) will be offered for promotional purposes. In such event, the increased prize amounts will be available at flalottery.com, Lottery district offices and retailer locations.

(i) A liability limit of \$ 8 million is established for PICK 3. When the play of a three-digit number for a drawing reaches the Florida Lottery's PICK 3 liability limit of \$8 million, no further ticket sales for any type of play that would involve that three-digit number will be allowed for that drawing. In addition, no Front Pair or Back Pair play that involves the first two or last two digits, respectively, of the three-digit number will be allowed for that drawing.

(3) PICK 3 Drawings.

(a) PICK 3 drawings are conducted twice daily by the Florida Lottery.

(b) The equipment shall be configured so that one ball is drawn from each of three units of balls numbered zero (0) through nine (9).

(c) Three balls will be selected in the drawing, one each into three separate display devices. The numbers shown on the three balls, after certification by the Draw Manager and the Accountant, shall be the official winning numbers for the drawing.

(d) The Florida Lottery shall not be responsible for incorrect circulation, publication or broadcast of official winning numbers.

(4) PICK 3 Odds of Winning.

The odds of winning in PICK 3 are as follows:

(a) Straight 1 in 1000

(b) Box 3-Way 1 in 333.33

(c) Box 6-Way 1 in 166.67

(d) Straight and Box 3-Way 1 in 1000 and 1 in 333.33

(e) Straight and Box 6-Way 1 in 1000 and 1 in 166.67

(f) Combo 3-Way1 in 333.33

(g) Combo 6-Way 1 in 166.67

(h) Front Pair 1 in 100

(i) Back Pair 1 in 100

(j) 1-OFF _____

1. Straight 1 in 1,000

2. 1-OFF on one digit 1 in 166.67

3. 1-OFF on three digits 1 in 125

4. 1-OFF on two digits 1 in 83.33

(5) PICK 3 Rules and Prohibitions.

(a) By purchasing a PICK 3 ticket the player agrees to comply with and abide by all rules and regulations of the Florida Lottery.

(b) PICK 3 prize payments shall be made in accordance with rules 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.

(c) Subject to a retailer's hours of operation and gaming system availability, PICK 3 lottery tickets are available for purchase daily between the hours of 6:00 a.m. and midnight, Eastern Time (ET).

(d) The scheduled time for the daily PICK 3 drawing is approximately 1:30 p.m. ET for the midday draw and approximately 9:45 p.m. ET for the evening draw. Ticket sales for a specific PICK 3 drawing will close approximately eleven minutes prior to that drawing. Any ticket sold after the close of game will be printed with the next available PICK 3 draw date and draw time, unless the player specifies another PICK 3 draw date and draw time within the selection parameters.

(e) Retailer cancellations of PICK 3 tickets can only be performed by the retailer who sold the ticket, using the selling terminal's optical mark reader, and within two hours after printing, except that no PICK 3 ticket can be canceled after game close for the related drawing. The two-hour ticket cancellation period may be reduced due to the selling retailer's hours of business operation; the cut off time for daily sales (12:00 midnight ET); the hours of gaming system availability; or the time of the related PICK 3 close of game for the related drawing. Ticket cancellations cannot be processed through a vending machine. If a player desires to cancel a ticket purchased through a vending machine, the player must present the ticket to the retailer location where the ticket was purchased for processing within the timeframe described above.

(f) It is the player's responsibility to make sure his or her ticket(s) are printed exactly as requested before leaving the retailer, including verifying the number of ticket(s) printed, and to determine the accuracy of the selected panels of numbers, draw date(s) and time(s), play amount and play type on tickets. In the event that a ticket given to the player by the retailer contains selections that are not consistent with the player's selections, it shall be the responsibility of the player to immediately advise the retailer of that fact. In such event and upon request of a player, the retailer shall make a good faith effort to cancel the ticket.

(6) This emergency rule replaces Emergency Rule 53ER18-36, F.A.C.

(7) The effective date of this emergency rule is June 26, 2020. Rulemaking Authority 24.105(2), 24.105(9)(a), (b), (c), (d), (e), (f), (h), 24.109(1), 24.115(1) FS. Law Implemented 24.105(9)(a), (b), (c), (d), (e), (f), (h), 24.124(1) FS. History-New 6-26-20, Replaces 53ER18-36.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: June 26, 2020.

DEPARTMENT OF THE LOTTERY

RULE NO.: RULE TITLE:

53ER20-46 PICK 4™

SUMMARY: This emergency rule sets forth the provisions for the conduct of the Draw Lottery game PICK 4™ and modifies the provisions of Emergency Rule 53ER18-37 identified in a rule review conducted in connection with the Florida Lottery's launch of the new Florida Lottery Mobile Convenience App.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER20-46 PICK 4™.

(1) How to Play PICK 4™.

(a) PICK 4 is a Draw lottery game (also known as an online terminal game) in which a player selects any four-digit number from 0000 through 9999 inclusive. The digits may be the same, different or combination thereof; for example, 1111, 1213, and 1234 are all valid selections. A player selects only two digits in a Front Pair, Mid Pair or Back Pair play as further described in paragraphs (2)(e), (f), and (g) below.

(b) Players may choose play amounts of \$.50 or \$1.00 per play, per drawing.

(c) For purposes of this rule, a “play slip” is defined as an original paper play slip issued and approved by the Florida Lottery for the PICK4 game, or a digital play slip for the PICK 4 game generated using the Florida Lottery Mobile Convenience App (“App”). Except where necessary herein to differentiate between a paper play slip and a digital play slip, the term “play slip” shall be inclusive of both types of play slips.

(d) Players may make their PICK 4 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 retailer their desired selections; or by requesting to use the Play it Again feature.

(e) Play Slip.

1. Paper Play Slips. There are five panels on a paper PICK 4 play slip. Players electing to use a paper play slip to make their PICK 4 ticket selections must mark one number in each column or mark the Quick Pick (QP) box located at the bottom of each panel for the terminal to randomly select one or more of the numbers for each panel played. The player may also mark the play type, draw time and play amount; however, if the play type, play amount, or draw time is not marked by the player, the terminal will default to a \$1.00 straight play for the next available draw. 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. Players may mark the \$5 “Quick Picks” box to receive five \$1.00 tickets, each with one set of four randomly selected numbers (straight play) for the next PICK 4 drawing; or may mark the \$10 “Quick Picks” box to receive ten \$1.00 tickets, each with one set of four randomly selected numbers (straight play) for the next available PICK 4 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 (1)(f) below. Paper play slips must be Florida Lottery approved and players must use only blue or black ink or pencil for making selections. Paper play slips may be processed through a Florida Lottery vending machine or processed by a Florida Lottery retailer to obtain a ticket. A player who selects the combo play type and who elects to use the quick pick feature will not be able to select the total cost of the ticket. The total cost will be determined by whether the quick pick numbers selected by the terminal comprise a 4-

way combo, 6-way combo, 12-way combo, or 24-way combo play type as described in paragraph (2)(d) below. A player who selects the box play type or the straight/box play type and who elects to use the quick pick feature will not be able to select the type of box play. The type of box play will be determined by whether the quick pick numbers selected by the terminal comprise a 4-way box, 6-way box, 12-way box, or 24-way box combination as described in paragraph (2)(b) below.

2. Digital Play Slip. How to Create a Digital Play Slip. From the Landing Page on the App, a player should select the PICK 4 game icon and then click on “Pick Numbers.” The player may either select his or her numbers from a field of numbers described in paragraph (1)(a) or use the “Random Numbers” or “Shake to Play” feature for the App to provide the player random numbers. Up to five panels can be created on one digital PICK 4 play slip. A player must also select the play type, play amount and drawing time, which will apply to all panels played, and, if more than the default of one drawing is desired, select the number of drawings. The parameters for advance play are set forth in paragraph (1)(f) below. Players may also use the “My Favorites” feature to save the digital play slip for later use. Once a digital play slip is created and the player clicks “Create Playslip,” a barcode will be displayed. The player may present the barcode appearing on his or her mobile device to the retailer to purchase a ticket through the retailer terminal or may use the barcode to purchase a ticket through a vending machine that provides for Draw game purchases. Illustrative instructions for creating a PICK 4 digital play slip are available by clicking on the “How to Play” button on the main PICK 4 page.

(f) Advance Play. Players may play future consecutive midday, evening, or both drawings within a fourteen-day period or non-consecutive drawings within a seven-day period by using the “advance play” feature. To use the advance play feature, players may either select the number of drawings and draw time(s) on the play slip or tell the retailer the advance play selections and draw time(s) they desire. For purposes of this paragraph (1)(f), both a fourteen-day and a seven-day period begin on the date of the next available PICK 4 drawing for the draw time(s) selected and continue through the next thirteen /six consecutive days for the draw time(s) selected.

1. Advance Play by Play Slip. Advance play selections made on a play slip are for consecutive drawings for only the selected draw time(s). The number of consecutive drawings selected will include the next available drawing for the draw time(s) selected and will apply to the panel(s) played. For paper play slips, advance play will not apply to selections when the \$5 or \$10 Quick Picks box is marked.

a. If the midday (MID) box is selected, the ticket will be entered into the next available midday draw and consecutive midday draws through the selected number of days.

b. If the evening (EVE) box is selected, the ticket will be entered into the next available evening draw and consecutive evening draws through the selected number of days.

c. If the both (BOTH) box is selected, the ticket will be entered into the next available draw and consecutive midday and evening draws through the selected number of days.

2. Advance Play by Telling the Retailer. Players shall specify to the retailer their desired selections in one of the following advance play parameters:

a. Any single day for the draw time(s) selected in a seven-day period;

b. Any two non-consecutive days for the draw time(s) selected in a seven-day period;

c. Any two or more consecutive days for the draw time(s) selected in a seven-day period, not including the next available drawing.

d. Up to fourteen consecutive days for the draw times selected, including the next available drawing.

In the event that a planned change in the PICK 4 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 at flalottery.com.

(g) 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 both paper and digital PICK 4 play slips to purchase tickets. Neither a retailer nor a player can process the cancellation of a PICK 4 ticket through a vending machine. At the request of a player, the retailer shall make a good faith effort to cancel PICK 4 tickets that are purchased through a vending machine by using the retailer's lottery terminal in accordance with the cancellation provisions in paragraph (5)(e).

(h) Telling the Retailer. Retailers also are authorized to manually enter numbers selected by a player. Players electing to make their PICK 4 ticket selections by telling the retailer must specify the play type, play amount, draw time(s), 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).

(i) Play it Again.

1. A player may request to "Play it Again" to replay a previously purchased PICK 4 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, play amount, draw time(s), number of panels, and number of drawings as the original ticket, except as provided in subparagraph (1)(i)2., below.

2. 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 PICK 4 game. Tickets older than sixty days cannot be replayed. Tickets purchased using the Play it Again feature have the same cancellation provisions as the original ticket.

(2) Determination of Prizes.

PICK 4 can be played and won as follows:

(a) "Straight" play. In a straight play, if a player's digits as printed on the player's ticket match, in exact order, the official PICK 4 winning numbers for the drawing, the player wins \$2,500 for a 50-cent play or \$5,000 for a \$1.00 play.

(b) "Box" play. A box play allows a player to win if the player's digits match, in any order, the official PICK 4 winning numbers for the drawing.

1. A "4-way box" is a play in which the player has selected a number with three identical digits and one different digit (example 1112) and covers the four possible combinations of the four digits. A 4-way box pays a winner \$599 for a 50-cent play or \$1,198 for a \$1.00 play.

2. A "6-way box" is a play in which the player has selected a number with two different pairs of identical digits (example 1122) and covers the six possible combinations of the four digits. A 6-way box pays a winner \$400 for a 50-cent play or \$800 for a \$1.00 play.

3. A "12-way box" is a play in which the player has selected a number with two identical digits and two different digits (example 1123) and covers the twelve possible combinations of the four digits. A 12-way box pays a winner \$200 for a 50-cent play or \$400 for a \$1.00 play.

4. A "24-way box" is a play in which the player has selected a number with four different digits (example 1234) and covers the twenty-four possible combinations of the four digits. A 24-way box pays a winner \$100 for a 50-cent play or \$200 for a \$1.00 play.

(c) "Straight and Box" play. A straight and box play combines a 50-cent straight play and a 50-cent box play for a \$1.00 play.

1. A "Straight and 4-way box" play pays a winner \$3,099 if a player's digits as printed on the player's ticket match, in exact order, the official PICK 4 winning numbers for the drawing, or \$599 if the player's digits match, in any other order, the official PICK 4 winning numbers for the drawing.

2. A "Straight and 6-way box" play pays a winner \$2,900 if a player's digits as printed on the player's ticket match, in exact order, the official PICK 4 winning numbers for the drawing, or \$400 if the player's digits match, in any other order, the official PICK 4 winning numbers for the drawing.

3. A "Straight and 12-way box" play pays a winner \$2,700 if a player's digits as printed on the player's ticket match, in exact order, the official PICK 4 winning numbers for the drawing, or \$200 if the player's digits match, in any other order, the official PICK 4 winning numbers for the drawing.

4. A “Straight and 24-way box” play pays a winner \$2,600 if a player’s digits as printed on the player’s ticket match, in exact order, the official PICK 4 winning numbers for the drawing, or \$100 if the player’s digits match, in any other order, the official PICK 4 winning numbers for the drawing.

(d) “Combo” play. A combo is a play covering all straight combinations of a four-digit number and will cost \$2.00 to \$24.00 depending upon the amount played (50 cents or \$1.00) and the number of like digits in the four-digit number selected.

1. A “4-way combo” is a play in which the player has selected a number with three identical digits. The 4-way combo is comprised of four straight play combinations; for example, a (1112) 4-way combo covers the combinations 1112, 1121, 1211, and 2111 and pays a winner \$2,500 for a \$2.00 play or \$5,000 for a \$4.00 play.

2. A “6-way combo” is a play in which the player has selected a number with two different pairs of digits. The 6-way combo is comprised of six straight play combinations; for example, a (1122) 6-way combo covers the combinations 1122, 1212, 1221, 2112, 2121, and 2211, and pays a winner \$2,500 for a \$3.00 play or \$5,000 for a \$6.00 play.

3. A “12-way combo” is a play in which the player has selected a number with two identical digits and two different digits. The 12-way combo is comprised of twelve straight play combinations; for example, a (1123) 12-way combo covers combinations 1123, 1132, 1213, 1231, 1312, 1321, 2113, 2131, 2311, 3112, 3121, and 3211, and pays a winner \$2,500 for a \$6.00 play or \$5,000 for a \$12.00 play.

4. A “24-way combo” is a play in which the player has selected a number with four unique digits. The 24-way combo is comprised of twenty-four straight play combinations; for example, a (1234) 24-way combo covers the combinations 1234, 1243, 1324, 1342, 1423, 1432, 2134, 2143, 2314, 2341, 2413, 2431, 3124, 3142, 3214, 3241, 3412, 3421, 4123, 4132, 4213, 4231, 4312, and 4321, and pays a winner \$2,500 for a \$12.00 play or \$5,000 for a \$24.00 play.

(e) “Front Pair” play. A front pair play allows a player to select only two digits and pays \$25.00 for a 50-cent play or \$50.00 for a \$1.00 play if the two digits as printed on the player’s ticket match, in exact order, the first two numbers of the official PICK 4 winning numbers for the drawing.

(f) “Mid Pair” play. A mid pair play allows a player to select only two digits and pays \$25.00 for a 50-cent play or \$50.00 for a \$1.00 play if the two digits as printed on the player’s ticket match, in exact order, the middle two numbers of the official PICK 4 winning numbers for the drawing.

(g) “Back Pair” play. A back pair play allows a player to select only two digits and pays \$25.00 for a 50-cent play or \$50.00 for a \$1.00 play if the two digits as printed on the player’s ticket match, in exact order, the last two numbers of the official PICK 4 winning numbers for the drawing.

(h) “1-OFF®” play. A 1-OFF play allows a player to win if the four-digit number chosen by the player matches, in exact order, the official PICK 4 winning numbers for the drawing (“straight win”) or if, in exact order, one, two, three or four of the digits are one number higher or lower than the official PICK 4 winning numbers for the drawing (“1-OFF win”). A PICK 4 1-OFF ticket will contain the four-digit number (player-selected or Quick Pick) that qualifies for the straight win and a chart that shows the straight match and corresponding 1-OFF digits. In PICK 4, there are a total of eighty possible 1-OFF combinations. A \$1.00 play pays as follows:

1. \$2,500 for a straight win
2. \$100 for a 1-OFF on one digit win- (three digits match, one digit is off by one)
3. \$50 for a 1-OFF on four digits win- (all four digits are off by one)
4. \$25 for a 1-OFF on two digits win- (two digits match, two digits are off by one)
5. \$15 for a 1-OFF on three digits win- (one digit matches, three digits are off by one)

A 50-cent play amount is not available for a 1-OFF play.

(i) On occasion, increases in the prize amounts set forth in this subsection (2) will be offered for promotional purposes. In such event, the increased prize amounts will be available at flalottery.com, Lottery district offices and retailer locations.

(j) A liability limit of \$7 million is established for PICK 4. When the play of a four-digit number for a drawing reaches the Florida Lottery’s PICK 4 liability limit of \$7 million, no further ticket sales for any type of play that would involve that four-digit number will be allowed for that drawing.

(3) PICK 4 Drawings.

(a) PICK 4 drawings are conducted twice daily by the Florida Lottery.

(b) The equipment shall be configured so that one ball is drawn from each of four units of balls numbered zero (0) through nine (9).

(c) Four balls will be selected in the drawing, one each into four separate display devices. The numbers shown on the four balls, after certification by the Draw Manager and the Accountant, shall be the official winning numbers for the drawing.

(d) The Florida Lottery shall not be responsible for incorrect circulation, publication or broadcast of official winning numbers.

(4) PICK 4 Odds of Winning.

The odds of winning in PICK 4 are as follows:

- | | |
|-------------------------|----------------------------|
| (a) Straight | 1 in 10,000 |
| (b) Box 4-Way | 1 in 2,500 |
| (c) Box 6-Way | 1 in 1,666.67 |
| (d) Box 12-Way | 1 in 833.33 |
| (e) Box 24-Way | 1 in 416.67 |
| (f) Straight/ Box 4-Way | 1 in 10,000 and 1 in 2,500 |

<u>(g) Straight/ Box 6-Way</u>	<u>1 in 10,000 and 1 in 1,666.67</u>
<u>(h) Straight/ Box 12-Way</u>	<u>1 in 10,000 and 1 in 833.33</u>
<u>(i) Straight/ Box 24-Way</u>	<u>1 in 10,000 and 1 in 416.67</u>
<u>(j) Combo 4-Way</u>	<u>1 in 2,500</u>
<u>(k) Combo 6-Way</u>	<u>1 in 1,666.67</u>
<u>(l) Combo 12-Way</u>	<u>1 in 833.33</u>
<u>(m) Combo 24-Way</u>	<u>1 in 416.67</u>
<u>(n) Front Pair</u>	<u>1 in 100</u>
<u>(o) Middle Pair</u>	<u>1 in 100</u>
<u>(p) Back Pair</u>	<u>1 in 100</u>
<u>(q) 1-OFF</u>	
<u>1. Straight</u>	<u>1 in 10,000</u>
<u>2. 1-OFF on one digit</u>	<u>1 in 1,250</u>
<u>3. 1-OFF on four digits</u>	<u>1 in 625</u>
<u>4. 1-OFF on two digits</u>	<u>1 in 416.67</u>
<u>5. 1-OFF on three digits</u>	<u>1 in 312.50</u>

(5) PICK 4 Rules and Prohibitions.

(a) By purchasing a PICK 4 ticket a player agrees to comply with and abide by all rules and regulations of the Florida Lottery.

(b) PICK 4 prize payments shall be made in accordance with rules 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.

(c) Subject to a retailer’s hours of operation and gaming system availability, PICK 4 lottery tickets are available for purchase daily between the hours of 6:00 a.m. and midnight, Eastern Time (ET).

(d) The scheduled time for the daily PICK 4 drawing is approximately 1:30 p.m. ET for the midday draw and approximately 9:45 p.m. ET for the evening draw. Ticket sales for a specific PICK 4 drawing will close approximately ten minutes prior to that drawing. Any ticket sold after the close of game will be printed with the next available PICK 4 draw date and time unless the player specifies another PICK 4 draw date and time within the selection parameters.

(e) Retailer cancellations of PICK 4 tickets can only be performed by the retailer who sold the ticket, using the selling terminal’s optical mark reader, and within two hours after printing, except that no PICK 4 ticket shall be canceled after close of game for the related drawing. The two-hour ticket cancellation period may be reduced due to the selling retailer’s hours of business operation; the cut off time for daily sales (12:00 midnight ET); the hours of gaming system availability; or the time of the related PICK 4 close of game for the related drawing.

(f) It is the player’s responsibility to make sure his or her ticket(s) are printed exactly as requested before leaving the retailer, including verifying the number of ticket(s) printed, and to determine the accuracy of the selected panels of numbers,

draw date(s), draw times, play amount and play type on tickets. In the event that a ticket given to the player by the retailer contains selections that are not consistent with the player’s selections, it shall be the responsibility of the player to immediately advise the retailer of that fact. In such event and upon request of a player, the retailer shall make a good faith effort to cancel the ticket.

(6) This emergency rule replaces Emergency Rule 53ER18-37, F.A.C.

(7) The effective date of this emergency rule is June 26, 2020. Rulemaking Authority 24.105(2), 24.105(9)(a), (b), (c), (d), (e), (f), (h), 24.109(1), 24.115(1) FS. Law Implemented 24.105(2), 24.105(9)(a), (b), (c), (d), (e), (f), (h), 24.124(1) FS. History- New 6-26-20, Replaces 53ER18-37.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: June 26, 2020.

DEPARTMENT OF THE LOTTERY

RULE NO.: RULE TITLE:

53ER20-47 PICK 5™

SUMMARY: This emergency rule sets forth the provisions for the conduct of the Draw lottery game PICK 5™ and modifies provisions of Emergency Rule 53ER18-38. identified in a rule review conducted in connection with the Florida Lottery’s launch of the new Florida Lottery Mobile Convenience App. THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER20-47 PICK 5™.

(1) How to Play PICK 5™.

(a) PICK 5 is a Draw lottery game (also known as an online terminal game) in which a player selects any five-digit number from 00000 through 99999 inclusive. The digits may be the same, different or combination thereof; for example, 11111, 12123, and 12345 are all valid selections.

(b) Players may choose play amounts of \$.50 or \$1.00 per play, per drawing.

(c) For purposes of this rule, a “play slip” is defined as an original paper play slip issued and approved by the Florida Lottery for the PICK 5 game, or a digital play slip for the PICK 5 game generated using the Florida Lottery Mobile Convenience App (“App”). Except where necessary herein to differentiate between a paper play slip and a digital play slip, the term “play slip” shall be inclusive of both types of play slips.

(d) Players may make their PICK 5 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

retailer their desired selections; or by requesting to use the Play it Again feature.

(e) Play Slip.

1. Paper Play Slips. There are five panels on a paper PICK 5 play slip. Players electing to use a paper play slip to make their PICK 5 ticket selections must mark one number in each column or mark the Quick Pick (QP) box located at the bottom of each panel for the terminal to randomly select one or more of the numbers for each panel played. The player may also mark the play type, draw time and play amount; however, if the play type, play amount, or draw time is not marked by the player, the terminal will default to a \$1.00 straight play for the next available draw. 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. Players may mark the \$5 "Quick Picks" box to receive five \$1.00 tickets, each with one set of five randomly selected numbers (straight play) for the next PICK 5 drawing; or may mark the \$10 "Quick Picks" box to receive ten \$1.00 tickets, each with one set of five randomly selected numbers (straight play) for the next available PICK 5 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 (1)(f) below. Paper play slips must be Florida Lottery approved and players must use only blue or black ink or pencil for making selections. Paper play slips may be processed through a Florida Lottery vending machine or processed by a Florida Lottery retailer to obtain a ticket.

A player who selects the box play type or the straight/box play type and who elects to use the quick pick feature will not be able to select the type of box play. The type of box play will be determined by whether the quick pick numbers selected by the terminal comprise a 5-way box, 10-way box, 20-way box, or 30-way, 60-way or 120-way box combination as described in paragraph (2)(b) below.

2. Digital Play Slip. How to Create a Digital Play Slip. From the Landing Page on the App, a player should select the PICK 5 game icon and then click on "Pick Numbers." The player may either select his or her numbers from a field of numbers described in paragraph (1)(a) or use the "Random Numbers" or "Shake to Play" feature for the App to provide the player random numbers. Up to five panels can be created on one digital PICK 5 play slip. A player must also select the play type, play amount and drawing time, which will apply to all panels played, and, if more than the default of one drawing is desired, select the number of drawings. The parameters for advance play are set forth in paragraph (1)(f) below. Players may also use the "My Favorites" feature to save the digital play slip for later use. Once a digital play slip is created and the player clicks "Create Playslip," a barcode will be displayed. The player may present the barcode appearing on his or her mobile device to the retailer

to purchase a ticket through the retailer terminal or may use the barcode to purchase a ticket through a vending machine that provides for Draw game purchases. Illustrative instructions for creating a PICK 5 digital play slip are available by clicking on the "How to Play" button on the main PICK 5 page.

(f) Advance Play. Players may play future consecutive midday, evening, or both drawings within a fourteen-day period or non-consecutive drawings within a seven-day period by using the "advance play" feature. To use the advance play feature, players may either select the number of drawings and draw time(s) on the play slip or tell the retailer the advance play selections and draw time(s) they desire. For purposes of this paragraph (1)(f), both a fourteen-day and a seven-day period begin on the date of the next available PICK 5 drawing for the draw time(s) selected and continue through the next thirteen /six consecutive days for the draw time selected.

1. Advance Play by Play Slip. Advance play selections made on a play slip are for consecutive drawings for only the selected draw time(s). The number of consecutive drawings selected will include the next available drawing for the draw time(s) selected and will apply to the panel(s) played. For paper play slips, advance play will not be applied to selections when the \$5 or \$10 Quick Picks box is marked.

a. If the midday (MID) box is selected, the ticket will be entered into the next available midday draw and consecutive midday draws through the selected number of days.

b. If the evening (EVE) box is selected, the ticket will be entered into the next available evening draw and consecutive evening draws through the selected number of days.

c. If the both (BOTH) box is selected, the ticket will be entered into the next available draw and consecutive midday and evening draws through the selected number of days.

2. Advance Play by Telling the Retailer. Players shall specify to the retailer their desired selections in one of the following advance play parameters:

a. Any single day for the draw time(s) selected in a seven-day period;

b. Any two non-consecutive days for the draw time(s) selected in a seven-day period;

c. Any two or more consecutive days for the draw time(s) selected in a seven-day period, not including the next available drawing.

d. Up to fourteen consecutive days for the draw times selected, including the next available drawing.

In the event that a planned change in the PICK 5 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 at flalottery.com.

(g) 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 both paper and digital PICK 5 play slips to purchase tickets. Neither a retailer nor a player can process the cancellation of a PICK 5 ticket through a vending machine. At the request of a player, the retailer shall make a good faith effort to cancel PICK 5 tickets that are purchased through a vending machine by using the retailer's lottery terminal in accordance with the cancellation provisions in paragraph (5)(e).

(h) Telling the Retailer. Retailers also are authorized to manually enter numbers selected by a player. Players electing to make their PICK 5 ticket selections by telling the retailer must specify the play type, play amount, draw time(s), 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).

(i) Play it Again.

1. A player may request to "Play it Again" to replay a previously purchased PICK 5 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, play amount, draw time(s), number of panels, and number of drawings as the original ticket, except as provided in subparagraph (1)(i) 2., below.

2. 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 PICK 5 game. Tickets older than sixty days cannot be replayed. PICK 5 tickets purchased using the Play it Again feature have the same cancellation provisions as the original ticket.

(2) Determination of Prizes.

PICK 5 can be played and won as follows:

(a) "Straight" play. In a straight play, if a player's digits as printed on the player's ticket match, in exact order, the official PICK 5 winning numbers for the drawing, the player wins \$25,000 for a 50-cent play or \$50,000 for a \$1.00 play.

(b) "Box" play. A box play allows a player to win if the player's digits match, in any order, the official PICK 5 winning numbers for the drawing.

1. A "5-way box" is a play in which the player has selected a number with four identical digits and one different digit (example 11112) and covers the five possible combinations of the five digits. A 5-way box pays a winner \$5,000 for a 50-cent play or \$10,000 for a \$1.00 play.

2. A "10-way box" is a play in which the player has selected a number with three identical digits and two identical different digits (example 11122) and covers the ten possible combinations of the five digits. A 10-way box pays a winner \$2,500 for a 50-cent play or \$5,000 for a \$1.00 play.

3. A "20-way box" is a play in which the player has selected a number with three identical digits and two different digits (example 11123) and covers the twenty possible combinations of the five digits. A 20-way box pays a winner \$1,250 for a 50-cent play or \$2,500 for a \$1.00 play.

4. A "30-way box" is a play in which the player has selected a number with two different pairs of identical digits and one different digit (example 11223) and covers the thirty possible combinations of the five digits. A 30-way box pays a winner \$830 for a 50-cent play or \$1,660 for a \$1.00 play.

5. A "60-way box" is a play in which the player has selected a number with two identical digits and three different digits (example 11234) and covers the sixty possible combinations of the five digits. A 60-way box pays a winner \$415 for a 50-cent play or \$830 for a \$1.00 play.

6. A "120-way box" is a play in which the player has selected a number with five different digits (example 12345) and covers the one hundred twenty possible combinations of the five digits. A 120-way box pays a winner \$208 for a 50-cent play or \$416 for a \$1.00 play.

(c) "Straight and Box" play. A straight and box play combines a 50-cent straight play and a 50-cent box play for a \$1.00 play.

1. A "Straight and 5-way box" play pays a winner \$30,000 if a player's digits as printed on the player's ticket match, in exact order, the official PICK 5 winning numbers for the drawing, or \$5,000 if the player's digits match, in any other order, the official PICK 5 winning numbers for the drawing.

2. A "Straight and 10-way box" play pays a winner \$27,500 if a player's digits as printed on the player's ticket match, in exact order, the official PICK 5 winning numbers for the drawing, or \$2,500 if the player's digits match, in any other order, the official PICK 5 winning numbers for the drawing.

3. A "Straight and 20-way box" play pays a winner \$26,250 if a player's digits as printed on the player's ticket match, in exact order, the official PICK 5 winning numbers for the drawing, or \$1,250 if the player's digits match, in any other order, the official PICK 5 winning numbers for the drawing.

4. A "Straight and 30-way box" play pays a winner \$25,830 if a player's digits as printed on the player's ticket match, in exact order, the official PICK 5 winning numbers for the drawing, or \$830 if the player's digits match, in any other order, the official PICK 5 winning numbers for the drawing.

5. A "Straight and 60-way box" play pays a winner \$25,415 if a player's digits as printed on the player's ticket match, in exact order, the official PICK 5 winning numbers for the drawing, or \$415 if the player's digits match, in any other order, the official PICK 5 winning numbers for the drawing.

6. A "Straight and 120-way box" play pays a winner \$25,208 if a player's digits as printed on the player's ticket match, in exact order, the official PICK 5 winning numbers for the drawing, or

\$208 if the player’s digits match, in any other order, the official PICK 5 winning numbers for the drawing.

(d) “1-OFF®” play. A 1-OFF play allows a player to win if the five-digit number chosen by the player matches, in exact order, the official PICK 5 winning numbers for the drawing (“straight win”) or if, in exact order, one, two, three four, or five of the digits are one number higher or lower than the official PICK 5 winning numbers for the drawing (“1-OFF win”). A PICK 5 1-OFF ticket will contain the five-digit number (player-selected or Quick Pick) that qualifies for the straight win and a chart that shows the straight match and corresponding 1-OFF digits. In PICK 5, there are a total of two hundred forty-two possible 1-OFF combinations. A \$1.00 play pays as follows:

1. \$25,000 for a straight win
2. \$500 for a 1-OFF on one digit win- (four digits match, one digit is off by one)
3. \$150 for a 1-OFF on five digits win- (all five digits are off by one)
4. \$100 for a 1-OFF on two digits win- (three digits match, two digits are off by one)
5. \$75 for a 1-OFF on three digits win- (two digits match, three digits are off by one)
6. \$75 for a 1-OFF on four digits win- (one digit matches, four digits are off by one)

A 50-cent play amount is not available for a 1-OFF play.

(e) On occasion, increases in the prize amounts set forth in is this subsection (2) will be offered for promotional purposes. In such event, the increased prize amounts will be available at flalottery.com, Lottery district offices and retailer locations.

(f) A liability limit of \$5 million is established for PICK 5. When the play of a five-digit number for a drawing reaches the Florida Lottery’s PICK 5 liability limit of \$5 million, no further ticket sales for any type of play that would involve that five-digit number will be allowed for that drawing.

(3) PICK 5 Drawings.

(a) PICK 5 drawings are conducted twice daily by the Florida Lottery.

(b) The equipment shall be configured so that one ball is drawn from each of five units of balls numbered zero (0) through nine (9).

(c) Five balls will be selected in the drawing, one each into five separate display devices. The numbers shown on the five balls, after certification by the Draw Manager and the Accountant, shall be the official winning numbers for the drawing.

(d) The Florida Lottery shall not be responsible for incorrect circulation, publication or broadcast of official winning numbers.

(4) PICK 5 Odds of Winning.

The odds of winning in PICK 5 are as follows:

- | | |
|----------------------|---------------------|
| <u>(a) Straight</u> | <u>1 in 100,000</u> |
| <u>(b) Box 5-way</u> | <u>1 in 20,000</u> |

<u>(c) Box 10-way</u>	<u>1 in 10,000</u>
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<u>(d) Box 20-way</u>	<u>1 in 5,000</u>
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<u>(e) Box 30-way</u>	<u>1 in 3,333.33</u>
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<u>(f) Box 60-way</u>	<u>1 in 1,666.67</u>
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<u>(g) Box 120-way</u>	<u>1 in 833.33</u>
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<u>(h) Straight/ Box 5-way</u>	<u>1 in 100,000 and 1 in 20,000</u>
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<u>(i) Straight/ Box10-way</u>	<u>1 in 100,000 and 1 in 10,000</u>
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<u>(j) Straight/ Box 20-way</u>	<u>1 in 100,000 and 1 in 5,000</u>
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<u>(k) Straight/ Box 30-way</u>	<u>1 in 100,000 and 1 in 3,333.33</u>
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<u>(l) Straight/ Box 60-way</u>	<u>1 in 100,000 and 1 in 1,666.67</u>
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<u>(m) Straight/ Box 120-way</u>	<u>1 in 100,000 and 1 in 833.33</u>
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(n) 1-OFF

<u>1. Straight</u>	<u>1 in 100,000</u>
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<u>2. 1-OFF on one digit</u>	<u>1 in 10,000</u>
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<u>3. 1-OFF on five digits</u>	<u>1 in 3,125</u>
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<u>4. 1-OFF on two digits</u>	<u>1 in 2,500</u>
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<u>5. 1-OFF on three digits</u>	<u>1 in 1,250</u>
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<u>6. 1-OFF on four digits</u>	<u>1 in 1,250</u>
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(5) PICK 5 Rules and Prohibitions.

(a) By purchasing a PICK 5 ticket a player agrees to comply with and abide by all rules and regulations of the Florida Lottery.

(b) PICK 5 prize payments shall be made in accordance with rules 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.

(c) Subject to a retailer’s hours of operation and gaming system availability, PICK 5 lottery tickets are available for purchase daily between the hours of 6:00 a.m. and midnight, Eastern Time (ET).

(d) The scheduled time for the daily PICK 5 drawing is approximately 1:30 p.m. ET for the midday draw and approximately 9:45 p.m. ET for the evening draw. Ticket sales for a specific PICK 5 drawing will close approximately twelve minutes prior to that drawing. Any ticket sold after the close of game will be printed with the next available PICK 5 draw date and time unless the player specifies another PICK 5 draw date and time within the selection parameters.

(e) Retailer cancellations of PICK 5 tickets can only be performed by the retailer who sold the ticket, using the selling terminal’s optical mark reader, and within two hours after printing, except that no PICK 5 ticket shall be canceled after close of game for the related drawing. The two-hour ticket cancellation period may be reduced due to the selling retailer’s hours of business operation; the cut off time for daily sales (12:00 midnight ET); gaming system availability; or the time of the related PICK 5 close of game for the related drawing. Ticket cancellations cannot be processed through a vending machine. If a player desires to cancel a ticket purchased through a

vending machine, the player must present the ticket to the retailer where the ticket was purchased for processing within the timeframe described above.

(f) It is the player's responsibility to make sure his or her ticket(s) are printed exactly as requested before leaving the retailer, including verifying the number of ticket(s) printed, and to determine the accuracy of the selected panels of numbers, draw date(s), draw times, play amount and play type on tickets. In the event that a ticket given to the player by the retailer contains selections that are not consistent with the player's selections, it shall be the responsibility of the player to immediately advise the retailer of that fact. In such event and upon request of a player, the retailer shall make a good faith effort to cancel the ticket.

(6) This emergency rule replaces Emergency Rule 53ER18-38, F.A.C.

(7) The effective date of this emergency rule is June 26, 2020. Rulemaking Authority 24.105(2), 24.105(9)(a), (b), (c), (d), (e), (f), (h), 24.109(1), 24.115(1) FS. Law Implemented 24.105(2), 24.105(9)(a), (b), (c), (d), (e), (f), (h), 24.124(1) FS. History- New 6-26-20, Replaces 53ER18-38.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: June 26, 2020.

DEPARTMENT OF THE LOTTERY

RULE NO.: RULE TITLE:

53ER20-48 FANTASY 5®

SUMMARY: This emergency rule sets forth the provisions for the conduct of the Draw game, FANTASY 5®, and modifies provisions of Rule 53ER14-20 identified during a rule review conducted in connection with the Florida Lottery's launch of the new Florida Lottery Mobile Convenience App.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER20-48 FANTASY 5®.

(1) How to Play FANTASY 5®.

(a) FANTASY 5 is a Draw lottery game (also known as an online terminal game in which players select five numbers from a field of one (1) to thirty-six (36)).

(b) For purposes of this rule, a "play slip" is defined as an original paper play slip issued and approved by the Florida Lottery for the FANTASY 5 game, or a digital play slip for the FANTASY 5 game generated using the Florida Lottery Mobile Convenience App ("App"). Except where necessary herein to differentiate between a paper play slip and a digital play slip, the term "play slip" shall be inclusive of both types of play slips.

(c) Players may make their FANTASY 5 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; by telling the retailer their desired selections; or by requesting to use the Play it Again feature.

(d) Play Slip.

1. Paper Play Slip. There are ten panels on a paper FANTASY 5 play slip. Each panel played will cost \$1.00 per drawing. Players may mark their desired numbers on the paper play slip by selecting five numbers from each panel played or may mark the "Quick Pick" box located at the bottom of each panel for the terminal to randomly select one or more of the five numbers. 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. Players may mark the \$5 "Quick Picks" box to receive one ticket with five sets of five randomly selected numbers for the next available FANTASY 5 drawing; or may mark the \$10 "Quick Picks" box to receive one ticket with ten sets of five randomly selected numbers for the next available FANTASY 5 drawing. Players may mark the \$5 Quick Picks box or \$10 Quick Picks box in addition to panel plays. Players may also add EZmatch™ by marking the applicable EZmatch box on the FANTASY 5 play slip. EZmatch costs an additional \$1.00 per play. Marking the EZmatch box within a panel will add EZmatch to only the panel marked. Marking the "EZmatch on all panels played" box will (1) add EZmatch to every panel containing FANTASY 5 number selections, (2) override the EZmatch box within any panel, and (3) when the "Quick Picks" box is also marked, result in each quick pick ticket having the EZmatch feature. Each panel played with EZmatch will be printed on a separate ticket. Paper play slips must be Florida Lottery approved and players must use only blue or black ink or pencil for making selections. Paper play slips may be processed through a vending machine or processed by a Florida Lottery retailer to obtain a ticket.

2. Digital Play Slip. How to Create a Digital Play Slip. From the Landing Page on the App, a player should select the FANTASY 5 game icon and then click on "Pick Numbers." For each panel played, the player should either select his or her numbers from a field of numbers described in paragraph (1)(a) or use the "Random Numbers" or "Shake to Play" feature for the App to provide the player random numbers. Up to ten panels may be created on one digital play slip. A player must also select the number of drawings, if more than the default of one drawing is desired. The parameters for advance play are set forth in paragraph (1)(e) below. If a player desires to add EZmatch to all panels played, he or she should click the EZmatch button so that "yes" is selected. Each panel played will include EZmatch and will print on a separate ticket. Players

may also use the “My Favorites” feature to save the digital play slip for later use. Once a digital play slip is created and the player clicks “Create Playslip,” a barcode will be displayed. The player may present the barcode appearing on his or her mobile device to purchase a ticket through the retailer terminal or may use the barcode to purchase a ticket through a vending machine that provides for Draw game purchases. Illustrative instructions for creating a FANTASY 5 digital play slip are available by clicking on the “How to Play” button on main FANTASY 5 page.

(e) Advance Play. Players may play up to thirty consecutive FANTASY 5 drawings by using the “advance play” feature. To use the advance play feature, players may either 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 played. For paper play slips, advance play will not apply to selections when the \$5 or \$10 Quick Picks box is marked. In the event that a planned change in the FANTASY 5 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 at flalottery.com.

(f) 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 both paper and digital FANTASY 5 play slips. Neither a retailer nor a player can process the cancellation of a FANTASY 5 ticket through a vending machine. At the request of a player, the retailer shall make a good faith effort to cancel cancelable FANTASY 5 tickets that are purchased through a vending machine by using the retailer’s lottery terminal in accordance with the cancellation provisions in paragraph (7)(e).

(g) Telling the Retailer. Retailers also are authorized to manually enter numbers selected by a player. Players electing to make their FANTASY 5 ticket selections by telling the retailer must specify 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) and the number of drawings. Players may also tell the retailer if they would like to add EZmatch to their ticket.

(h) Play it Again.

1. A player may request to “Play it Again” to replay a previously purchased FANTASY 5 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 provided in subparagraph (1)(h)2., below. Additionally, if the original ticket contains EZmatch, the new ticket will also contain EZmatch.

2. 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 FANTASY 5 game. Tickets older than sixty days cannot be replayed. Tickets purchased using the Play it Again feature have the same cancellation provisions as the original ticket.

(2) FANTASY 5 Drawings.

(a) FANTASY 5 drawings shall be conducted daily by the Florida Lottery.

(b) The equipment shall be configured so that five balls are drawn from one set of balls numbered one (1) through thirty-six (36).

(c) Five balls will be selected in the drawing. The numbers shown on the five balls, after certification by the Draw Manager and the Accountant, shall be the official winning numbers for the drawing.

(d) The Florida Lottery shall not be responsible for incorrect circulation, publication or broadcast of the official winning numbers.

(3) FANTASY 5 Prize Divisions.

(a) FANTASY 5 is a pari-mutuel game. For each draw, 50 percent of net sales (gross sales less cancels and free tickets) from the sale of FANTASY 5 tickets in the corresponding FANTASY 5 sales period shall be allocated as the winning pool for payment of the top prize, second prize and third prize.

(b) The top prize pool shall consist of 62 percent of the winning pool for the drawing plus any money carried forward from the previous draw. Prize money allocated to the top prize pool shall be divided equally among the players who match all five official winning numbers. If there is no top prize winner in a drawing, the top prize pool shall roll down and be added to the second prize pool for that FANTASY 5 drawing.

(c) The second prize pool shall consist of 10 percent of the winning pool for the drawing plus any money rolled down from the top prize. The second prize pool shall be divided equally among the players matching four of five official winning numbers except that the maximum prize amount per winner shall be \$555. Any funds in the second prize pool in excess of the second prize liability shall roll down and be added to the third prize pool. If there is no winner in the second prize category for a drawing, the second prize pool shall roll down and be added to the third prize pool.

(d) The third prize pool shall consist of 28 percent of the winning pool for the drawing plus any money rolled down from the second prize pool. The third prize pool shall be divided equally among the players matching three of five official winning numbers. If there is no winner in the third prize category for a drawing, the third prize pool is carried over and added to the top prize pool of the next FANTASY 5 drawing.

(e) A fourth prize shall consist of one free FANTASY 5 quick pick ticket (\$1.00 value), except as follows. A player who submits by mail a FANTASY 5 lottery ticket which entitles the claimant to a free FANTASY 5 quick pick ticket and whose mailing address is outside the state of Florida will receive a check for \$1.00 in lieu of an actual ticket. Fourth prizes shall not utilize any portion of the winning pool for the drawing. A free FANTASY 5 quick pick ticket shall be for the next FANTASY 5 drawing after the ticket is validated.

(f) Except for the top prize, which will pay the exact amount, cash prizes will be rounded down to the nearest fifty cents (\$.50); provided, however, that the third prize shall not be less than \$3.50. All rounding differences in the second and third prizes will be used to fund future prizes in Lottery games or for special Lottery prize promotions. If the funds available for the payment of third prizes are insufficient to pay the minimum amount, the percentage described in paragraph (3)(a) above will be adjusted or funds available from any other funding source approved by the Legislature will be used to cover the prize liability.

(4) Determination of Prize Winners.

In order for a ticket to be a winning ticket, numbers appearing in a single horizontal row on the ticket (A, B, C, D, E, F, G, H, I or J) must match the official winning FANTASY 5 numbers in any order for the draw date for which the ticket was purchased. The prizes are set forth as follows:

- (a) Top Prize: Five (5) of five (5) official winning numbers.
- (b) Second Prize: Four (4) of five (5) official winning numbers.
- (c) Third Prize: Three (3) of five (5) official winning numbers.
- (d) Fourth Prize: Two (2) of five (5) official winning numbers.
- (5) FANTASY 5 Odds of Winning.

The odds of winning the prizes described above are as follows:

- (a) Top Prize – 1:376,992
- (b) Second Prize – 1:2,432.21
- (c) Third Prize – 1:81.07
- (d) Fourth Prize – 1:8.39
- (e) The overall odds of winning a prize in a FANTASY 5 drawing are 1:7.58.

(6) How to Play EZmatch.

- (a) EZmatch is an instant-win feature associated with FANTASY 5 that costs \$1.00 per play in addition to the cost of the FANTASY 5 ticket. A player selecting EZmatch will receive five EZmatch numbers from a field of 1 to 36 printed below the FANTASY 5 numbers on the ticket. If any of the EZmatch numbers matches any of the FANTASY 5 numbers, the player shall instantly win the corresponding amount shown.
- (b) The EZmatch option is available with an advance play FANTASY 5 ticket purchase for one play only and is not a part of FANTASY 5 plays for future drawings.
- (c) If an EZmatch prize is redeemed before one or more FANTASY 5 drawing(s) have occurred, the player will be

provided a continuation ticket that will have the same drawing or drawings and the same FANTASY 5 numbers that were printed on the original ticket.

(d) The base prize structure and estimated odds of winning EZmatch are as follows:

<u>Prize</u>	<u>Winners in 420,000 (Per Pool)</u>	<u>Estimated Odds</u>
<u>\$500</u>	<u>5</u>	<u>1:84,000.00</u>
<u>\$250</u>	<u>5</u>	<u>1:84,000.00</u>
<u>\$100</u>	<u>38</u>	<u>1:11,052.63</u>
<u>\$50</u>	<u>124</u>	<u>1:3,387.10</u>
<u>\$20</u>	<u>300</u>	<u>1:1,400.00</u>
<u>\$15</u>	<u>470</u>	<u>1:893.62</u>
<u>\$10</u>	<u>4,200</u>	<u>1:100.00</u>
<u>\$5</u>	<u>1,400</u>	<u>1:300.00</u>
<u>\$4</u>	<u>7,000</u>	<u>1:60.00</u>
<u>\$3</u>	<u>30,800</u>	<u>1:13.64</u>
<u>\$2</u>	<u>44,800</u>	<u>1:9.38</u>
<u>Overall</u>		<u>1:4.71</u>

The EZmatch prize structure will be replenished automatically when the top tier prizes are exhausted. The prize structure and odds of winning are subject to change with promotional offerings. In such an event, the promotional prize structure and odds will be available at flalottery.com, Lottery district offices and retailer locations.

(e) EZmatch prizes can be claimed up to one hundred eighty (180) days from the first draw date on the FANTASY 5 ticket.

(f) If an EZmatch prize is claimed after the FANTASY 5 drawing has occurred and prior to the 180-day expiration described in paragraph (6)(e), above, the EZmatch prize or prizes and any FANTASY 5 prize or prizes won will be combined and paid as one prize amount.

(7) FANTASY 5 Rules and Prohibitions.

(a) By purchasing a FANTASY 5 ticket, a player agrees to comply with and abide by all rules and regulations of the Florida Lottery.

(b) FANTASY 5 prize payments shall be made in accordance with rules 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.

(c) Subject to a retailer’s hours of operation and gaming system availability, FANTASY 5 lottery tickets are available for purchase daily between the hours of 6:00 a.m. and midnight, Eastern Time (ET).

(d) The scheduled time for the daily FANTASY 5 drawing is approximately 11:15 p.m., ET. Ticket sales for a specific FANTASY 5 drawing will close at approximately 10:40 p.m.,

ET. Any ticket sold after the close of game will be printed with the next FANTASY 5 draw date.

(e) Retailer cancellations of FANTASY 5 tickets can only be performed by the retailer who sold the ticket, using the selling terminal's optical mark reader, and within two hours after printing, except that no FANTASY 5 ticket can be canceled after game close for the related drawing and no fourth prize (free FANTASY 5 quick pick ticket) can be canceled at any time. FANTASY 5 tickets with EZmatch cannot be canceled. The two-hour ticket cancellation period may be reduced due to the selling retailer's hours of business operation; the cut off time for daily sales (12:00 midnight ET); gaming system availability; or the time of the related FANTASY 5 close of game for the related drawing. Ticket cancellations cannot be processed through a vending machine. If a player desires to cancel a ticket purchased through a vending machine, the player must present the ticket to the retailer location where the ticket was purchased for processing within the timeframe described above.

(f) It is the player's responsibility to make sure his or her ticket(s) are printed exactly as requested before leaving the retailer, including verifying the number of ticket(s) printed, and to determine the accuracy of selected panels of numbers, play amounts, play features and draw date(s) on a ticket. In the event that a ticket given to the player by the retailer contains selections that are not consistent with the player's selections, it shall be the responsibility of the player to immediately advise the retailer of that fact. In such event and upon request of the player within the time period specified herein, the retailer shall make a good faith effort to cancel a cancelable ticket.

(8) This emergency rule replaces Emergency Rule 53ER14-20, F.A.C.

(9) The effective date of this emergency rule is June 26, 2020. Rulemaking Authority 24.105(2), 24.105(9)(a), (b), (c), (d), (e), (f), (h), 24.109(1), 24.115(1) FS. Law Implemented 24.105(2), 24.105(9)(a), (b), (c), (d), (e), (f), (h), 24.115(1), 24.124(1) FS. History-New 6-26-20, Replaces 53ER14-20.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: June 26, 2020.

DEPARTMENT OF THE LOTTERY

RULE NO.: 53ER20-49
RULE TITLE: JACKPOT TRIPLE PLAY™

SUMMARY: This emergency rule sets forth the provisions for the conduct of the Draw game, JACKPOT TRIPLE PLAY™, and modifies provisions identified during a rule review conducted in connection with the Florida Lottery's launch of the new Florida Lottery Mobile Convenience App. This rule replaces Emergency Rule 53ER20-31.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

THE FULL TEXT OF THE EMERGENCY RULE IS:
53ER20-49 JACKPOT TRIPLE PLAY™.

(1) How to Play JACKPOT TRIPLE PLAY™.

(a) JACKPOT TRIPLE PLAY is a lottery Draw game (also known as an online terminal game) which is offered to players in Florida by the Florida Lottery via authorized Florida Lottery retailers. For purposes of this rule a "Play" is defined as the three sets/lines of numbers, each set consisting of six numbers from a field of one (1) through forty-six (46), on a single ticket. Each set of numbers is played separately, except as provided in subsection (8) for JACKPOT TRIPLE PLAY with Combo™ tickets. The term "Winner" as used herein means a single winning set of numbers in a single line on a ticket as further defined in subsection (4) below.

(b) In JACKPOT TRIPLE PLAY, the first set of numbers in a Play may be player selected or may be randomly selected using Quick Pick. Both the second set and third sets of numbers will automatically be selected using Quick Pick and cannot be player-selected or manually entered by a retailer.

(c) For purposes of this rule, a "play slip" is defined as an original paper play slip issued and approved by the Florida Lottery for the JACKPOT TRIPLE PLAY game, or a digital play slip for the JACKPOT TRIPLE PLAY game generated using the Florida Lottery Mobile Convenience App ("App"). Except where necessary herein to differentiate between a paper play slip and a digital play slip, the term "play slip" shall be inclusive of both types of play slips.

(d) Players may select the first set of numbers of their Play by: using a JACKPOT TRIPLE PLAY 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; by telling the retailer their desired selections; or by requesting to use the Play it Again feature.

(e) Play Slip.

1. Paper Play Slip. There are five panels on a paper play slip. Each panel comprises one Play. Each panel played costs \$1.00 per drawing and prints on a separate ticket. Players may mark their first set of desired numbers on the paper play slip by selecting six numbers from each panel played or may mark the "Quick Pick" box located at the bottom of each panel for the terminal to randomly select any or all of the first set of six numbers. 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. Players may mark the \$5 "Quick Picks for next draw" box to receive five separate tickets, each with three sets of six randomly selected numbers for the next JACKPOT TRIPLE PLAY drawing, or may mark the \$10

“Quick Picks for next draw” box to receive ten separate tickets, each with three sets of six randomly selected numbers for the next JACKPOT TRIPLE PLAY drawing. Players may mark one or both “Quick Picks for next draw” boxes in addition to panel Plays. Players may play Combo by marking the applicable Combo box on the JACKPOT TRIPLE PLAY play slip. Each panel played with Combo will print on a separate ticket. Marking the Combo box within a panel will add Combo to only the panel marked. Marking the “Combo on all plays” box will: (1) add Combo to every panel containing JACKPOT TRIPLE PLAY number selections; (2) override the Combo box within any panel; and (3) when either the \$5 or \$10 “Quick Picks for next draw” box is also marked, result in each Quick Pick Play printing separately with Combo. play slips must be Florida Lottery approved and players must use only blue or black ink or pencil for making selections. Paper play slips may be processed through a Florida Lottery vending machine or processed by a retailer to obtain a ticket.

2. Digital Play Slip. How to Create a Digital Play Slip. From the Landing Page on the App, a player should select the JACKPOT TRIPLE PLAY game icon and then click on “Pick Numbers.” For each panel played, the player should either select his or her numbers from a field of numbers described in paragraph (1)(a) or use the “Random Numbers” or “Shake to Play” feature for the App to provide the player random numbers. Up to five panels may be created on one digital play slip. A player must also select the number of drawings, if more than the default of one drawing is desired. The parameters for advance play are set forth in paragraph (1)(f) below. If a player desires to add Combo to all panels played, he or she should click the Combo button so that “yes” is selected. Each JACKPOT TRIPLE PLAY play, with or without Combo, will print on a separate ticket. Players may also use the “My Favorites” feature to save a digital play slip for later use. Once a digital play slip is created and the player clicks “Create Playslip,” a barcode will be displayed. The player may present the barcode appearing on his or her mobile device to a retailer to purchase a ticket through the retailer terminal or may use the barcode to purchase a ticket through a vending machine that provides for Draw game purchases. Illustrative instructions for creating a JACKPOT TRIPLE PLAY digital play slip are available by clicking on the “How to Play” button on main JACKPOT TRIPLE PLAY page.

(f) Advance Play. Players may play up to thirty consecutive JACKPOT TRIPLE PLAY drawings by using the “advance play” feature. To use the advance play feature, players may either 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 played. For paper play slips, advance play is not available when the \$5 or \$10 Quick Picks for next draw” box on the play slip is marked.

If a planned change in the JACKPOT TRIPLE PLAY 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 at flalottery.com.

(g) 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 both paper and digital JACKPOT TRIPLE play slips. Neither a retailer nor a player can process the cancellation of a JACKPOT TRIPLE ticket through a vending machine. At the request of a player, the retailer shall make a good faith effort to cancel cancelable JACKPOT TRIPLE PLAY tickets that are purchased through a vending machine by using the retailer’s lottery terminal in accordance with the cancellation provisions in paragraph (9)(e).

(h) Telling the Retailer. Retailers also are authorized to manually enter numbers selected by a player. Players electing to make their JACKPOT TRIPLE PLAY ticket selections by telling the retailer must specify 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) and the number of drawings. Players may also tell the retailer if they would like to add Combo to their ticket.

(i) Play it Again.

1. A player may request to “Play it Again” to replay a previously purchased JACKPOT TRIPLE PLAY 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 provided in subparagraph (1)(i)2., below. Additionally, if the original ticket contains Combo, the new ticket will also contain Combo.

2. 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 JACKPOT TRIPLE PLAY game. Tickets older than sixty days cannot be replayed. Tickets purchased using the Play it Again feature have the same cancellation provisions as the original ticket.

(2) JACKPOT TRIPLE PLAY Drawings.

(a) JACKPOT TRIPLE PLAY drawings shall be conducted two times per week, on Tuesday and Friday by the Florida Lottery.

(b) The equipment shall be configured so that six balls are drawn from one set of balls numbered one (1) through forty-six (46).

(c) Six balls will be selected in the drawing. The numbers shown on the six balls after certification by the Draw Manager and the Accountant, shall be the official winning numbers for the drawing.

(d) The Florida Lottery shall not be responsible for incorrect circulation, publication or broadcast of official winning numbers.

(3) JACKPOT TRIPLE PLAY Prize Divisions.

(a) JACKPOT TRIPLE PLAY is a pari-mutuel game. For each draw, 50 percent of net sales (gross sales less cancels and free tickets) from the sale of JACKPOT TRIPLE PLAY tickets in the corresponding JACKPOT TRIPLE PLAY sales period shall be allocated as the winning pool for the payment of the Jackpot Prize, Second Prize, Third Prize and Fourth Prize.

(b) Jackpot Prize. The Jackpot Prize pool shall consist of 60.92 percent of the winning pool plus any money carried forward from the prior draw until the Jackpot Prize pool reaches the estimated cash equivalent of the deferred payment value of \$2 million paid over twenty-five years (hereinafter “estimated cash equivalent”). When this threshold is met, any money in excess of the estimated cash equivalent shall roll down and be distributed among the Second through the Fourth Prize levels according to the percentage each prize level comprises of the adjusted prize pool. The adjusted prize pool shall be comprised of the total winning prize pool less any amount not already accumulated in the Jackpot Prize pool to reach the estimated cash equivalent, or the total winning prize pool plus any excess already accumulated in the Jackpot Prize pool that is not needed to reach the estimated cash equivalent.

1. If there is one or more Jackpot Prize Winners in a drawing, the guaranteed Jackpot Prize shall be divided equally among the Jackpot Prize winning players in proportion to their respective number of Winners (pro rata share) for that drawing.

2. If there is not a Jackpot Prize Winner in a drawing and the Jackpot Prize pool does not reach the estimated cash equivalent, the Jackpot Prize pool shall be carried over and added to the Jackpot prize pool of the next JACKPOT TRIPLE PLAY drawing.

3. If there is not a Jackpot Prize Winner in a drawing in which the Jackpot Prize pool has reached the estimated cash equivalent, the amount in the Jackpot Prize pool needed to fund the estimated cash equivalent shall be carried over to the next JACKPOT TRIPLE PLAY drawing and any money in excess of this amount shall be returned to an adjusted prize pool and distributed among the Second through the Fourth Prize levels according to the percentage each prize level comprises of that adjusted prize pool.

(c) Second Prize. The Second Prize pool shall consist of 7.68 percent of the winning pool for the drawing. If the estimated cash equivalent has been met, the Second Prize pool shall consist of 19.65 percent of the adjusted prize pool for the drawing. The Second Prize pool shall be divided equally among the Second Prize winning players in proportion to their respective number of Winners for that drawing.

(d) Third Prize. The Third Prize pool shall consist of 18.74 percent of the winning pool for the drawing. If the estimated cash equivalent has been met, the Third Prize shall consist of 47.95 percent of the adjusted prize pool for the drawing. The Third Prize pool shall be divided equally among the Third Prize winning players in proportion to their respective number of Winners for that drawing.

(e) Fourth Prize. The Fourth Prize pool shall consist of 12.66 percent of the winning pool for the drawing. If the estimated cash equivalent has been met, the Fourth Prize pool shall consist of 32.40 percent of the adjusted prize pool for the drawing. The Fourth Prize pool shall be divided equally among the Fourth Prize winning players in proportion to their respective number of Winners for that drawing.

(f) If there is not a Winner within one of the Second through Fourth Prize categories for a drawing, the prize pool for that category shall be distributed for that drawing in accordance with the following table:

<u>PRIZE POOL CATEGORY FOR WHICH THERE IS NO WINNER</u>	<u>PRIZE POOL CATEGORY TO WHICH THE NONWINNING PRIZE POOL CATEGORY IS ADDED</u>
<u>Second Prize</u>	<u>Third Prize</u>
<u>Third Prize</u>	<u>Fourth Prize</u>
<u>Fourth Prize</u>	<u>To fund future prizes in Lottery games or for special Lottery prize promotions.</u>

(g) Any rounding differences that derive from the distribution of the winning pool to the Jackpot and Second through Fourth Prize pools will be deposited into a reserve account to be used for prizes or special prize promotions. Rounding differences will not be rolled into the Jackpot prize pool as in the FLORIDA LOTTO® game because the amount allocated to the Jackpot Prize pool varies depending upon whether the Jackpot Prize is capped.

(h) Except for the Jackpot Prize, all prizes will be rounded down to the nearest fifty cents (\$.50); provided, however, that the Fourth Prizes shall be no less than \$1.00. All rounding differences will be deposited into a reserve account to be used for prizes or special prize promotions. If the funds available for the payment of Fourth Prizes are insufficient to pay the minimum amount, the percentage described in paragraph (3)(a) above will be adjusted or funds available from a reserve account will be used to cover the prize liability.

(4) Determination of Prize Winners.

In order to be a JACKPOT TRIPLE PLAY Winner, numbers appearing in a single horizontal line on the ticket must match the official winning JACKPOT TRIPLE PLAY numbers in any order for the draw date for which the ticket was purchased. The prizes are set forth as follows:

(a) Jackpot Prize: Six of six official winning numbers.

(b) Second Prize: Five of six official winning numbers.

(c) Third Prize: Four of six official winning numbers.

(d) Fourth Prize: Three of six official winning numbers.

(5) JACKPOT TRIPLE PLAY Odds of Winning.

(a) The odds per ticket of winning a JACKPOT TRIPLE PLAY prize are as follows:

1. Jackpot Prize – 1:3,122,273.33

2. Second Prize – 1:13,009.80

3. Third Prize – 1:267.19

4. Fourth Prize – 1:16.14

(b) The overall odds of winning per ticket are 1:15.24.

(6) JACKPOT TRIPLE PLAY Guaranteed Jackpot.

(a) For each drawing the Lottery will announce a guaranteed deferred payment value of the JACKPOT TRIPLE PLAY Jackpot that can be won by a single player, based upon the estimated cash value of the Jackpot pool determined by projected and historical sales figures, current interest rates, and funds from rollovers. For each JACKPOT TRIPLE PLAY drawing, the deferred payment value of the JACKPOT TRIPLE PLAY Jackpot prize that can be won shall be guaranteed at a minimum of \$250,000 paid over twenty-five years except as set forth in paragraph (7)(e) below.

(b) For prizes to be paid in annual installments, if the cash available in the Jackpot Prize pool is insufficient at the time the ticket is claimed to yield the announced guaranteed Jackpot value over the designated deferred payment period, the Lottery shall add to the Jackpot Prize pool funds available from a reserve account to render it sufficient to yield the announced guaranteed Jackpot.

(c) For prizes to be paid in annual installments, if the cash available in the Jackpot pool exceeds the yield for the announced guaranteed Jackpot value over the designated deferred payment period at the time the ticket is claimed, the Lottery shall deposit the excess funds into a reserve account to be used for prizes or special prize promotions.

(d) The guaranteed Cash Option value of the Jackpot will be the amount required on the day of the drawing, or if the drawing is held on a holiday, the business day prior to the drawing, to purchase securities to fund the announced guaranteed deferred payment value of the Jackpot. This day shall be referred to as the “prize determination day.”

(e) For prizes to be paid in a single cash payment, if the cash available in the Jackpot pool is insufficient on the prize determination day to yield the announced guaranteed Jackpot value over the designated deferred payment period, the Lottery shall add to the Jackpot pool funds available from a reserve account to render it sufficient to yield the announced guaranteed Jackpot.

(f) For prizes to be paid in a single cash payment, if the cash available in the Jackpot pool is sufficient on the prize

determination day to yield more than the announced guaranteed Jackpot value over the designated deferred payment period, the Lottery shall deposit the excess funds into a reserve account to be used for prizes or special prize promotions.

(7) JACKPOT TRIPLE PLAY Jackpot Prize Payment Options.

(a) Players can choose one of two payment options for receiving their portion of the JACKPOT TRIPLE PLAY Jackpot Prize. Payment options are “Cash Option” and “Annual Payment.”

(b) Jackpot winning players have sixty days after the winning draw date to choose between the two payment options. In order to select the Cash Option, the Jackpot winning player must submit his or her ticket for payment within sixty days after the winning draw date. If the Jackpot winning player 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 (7)(f) below. Once the Jackpot winner files a claim and exercises the winning player’s chosen option, the election of that option shall be final. The Annual Payment method of payment will also be final when it is applied due to a Jackpot winning player not making his or her payment election within sixty days after the winning draw date.

(c) A Jackpot Prize winning player who chooses the Cash Option will receive one lump sum cash payment of the amount required on the prize determination day to purchase securities to fund the announced guaranteed Jackpot paid over twenty-five years, less applicable withholding taxes. The amount of the Cash Option payment to multiple Jackpot winning players will be their pro rata share of the amount required on the prize determination day to purchase securities to fund the announced guaranteed Jackpot paid over twenty-five years, less applicable withholding taxes.

(d) If a Jackpot winning player elects the Annual Payment option, his or her portion of the guaranteed Jackpot Prize will be paid in twenty-five annual installments, each less applicable withholding taxes.

(e) If the prize amount per winning player in a JACKPOT TRIPLE PLAY drawing cannot be paid in increments of \$1,000 in twenty-five installments, the winning player’s share of the prize pool will be invested in U.S. Treasury securities that will yield the maximum amount possible over twenty-five years as can be reached in increments of \$1,000. If the amount the investment yields less than the guaranteed Jackpot amount, the present value of the difference between the amount the investment will yield and the winning player’s guaranteed prize amount over twenty-five years will be paid to the winning player in the first payment. The provisions of this paragraph (7)(e) shall not be construed to prohibit the Lottery from investing collectively, in a single U.S. Treasury security, the prize pool shares of multiple winning players of the same drawing who all elect the Annual Payment option and

distributing the prize winnings on a pro rata basis in increments other than \$1,000.

(f) If the number of winning players of a guaranteed Jackpot Prize results in each person’s prize being less than \$100,000 paid over twenty-five years, the Lottery shall pay the Jackpot winners in a single cash payment of their pro rata share of the amount required on the prize determination day to purchase securities to fund the announced guaranteed Jackpot paid over twenty-five years, less applicable withholding taxes.

(g) Federal income taxes shall be applied and withheld from the prize amount at the time payment is made, pursuant to applicable provisions of the Internal Revenue Code and Code of Federal Regulations.

(h) Any interest or earnings accrued on a JACKPOT TRIPLE PLAY Jackpot Prize prior to the prize payment, under either the Cash Option or the Annual Payment Option, shall accrue to the Florida Lottery and not to the winning player.

(8) JACKPOT TRIPLE PLAY with Combo.

(a) The Combo Prize Pool. The prize pool for Combo prizes shall be funded by the \$1 add-on ticket sales. If the funds available in the Combo prize pool are insufficient to pay all Combo prizes for a particular drawing, the funds available from a reserve account will be used to cover the prize liability. If the funds in the Combo prize pool are in excess of the amount required to pay all Combo prizes for a particular drawing, the excess amount will be deposited into a reserve account to be used for prizes or special prize promotions.

(b) How to Play Combo, Determination of Winning and Prizes.

1. Combo is an add-on Play feature associated with JACKPOT TRIPLE PLAY that costs \$1.00 per Play in addition to the cost of the JACKPOT TRIPLE PLAY base game Play.

2. A player who purchases a JACKPOT TRIPLE PLAY with Combo ticket uses the ticket to determine if they have won a base game prize as determined in subsection (4) above and to play and determine if they have won a prize in Combo.

3. In Combo, the player uses all three sets of six numbers printed on the JACKPOT TRIPLE PLAY ticket to play. In order to win a Combo prize, the ticket must have a total of four or more numbers matching the official winning numbers, in any order, for the draw date for which the ticket was purchased. For purposes of calculating the number of matches, the following provision shall apply. If duplicate numbers printed on the ticket match an official winning number, each instance in which the duplicate matching number appears will be counted as a separate match.

(c) Combo Prizes and Odds of Winning. All Combo prizes are set prize amounts. The prize structure and estimated odds of winning a Combo prize are as follows:

Total Number of Matches Using all Lines	Prize	Odds of 1 in
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10+	\$10,000	323,322.60
9	\$500	26,569.71
8	\$50	2,815.95
7	\$20	405.13
6	\$10	79.17
5	\$5	21.18
4	Free Ticket	7.88
Overall Odds		5.28

A player who is entitled to a prize of a “free ticket” shall receive one JACKPOT TRIPLE PLAY with Combo Quick Pick ticket (\$2.00 value) for the next available drawing. A player who submits by mail a JACKPOT TRIPLE PLAY with Combo lottery ticket which entitles the claimant to a free JACKPOT TRIPLE PLAY with Combo Quick Pick ticket and whose mailing address is outside the state of Florida will receive a check for \$2.00 in lieu of an actual ticket.

(d) Players may win a JACKPOT TRIPLE PLAY base game prize and a Combo prize.

(9) JACKPOT TRIPLE PLAY Rules and Prohibitions.

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

(b) JACKPOT TRIPLE PLAY prize payments shall be made in accordance with rules 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.

(c) Subject to a retailer’s hours of operation and gaming system availability, JACKPOT TRIPLE PLAY lottery tickets are available for purchase daily between the hours of 6:00 a.m. and 12:00 midnight, Eastern Time (ET).

(d) The scheduled time for the Tuesday and Friday JACKPOT TRIPLE PLAY drawings is approximately 11:15 p.m., ET. Ticket sales for a specific JACKPOT TRIPLE PLAY drawing will close at approximately 10:40 p.m., ET. Any ticket sold after the close of game will be printed with the next JACKPOT TRIPLE PLAY draw date.

(e) Retailer cancellations of JACKPOT TRIPLE PLAY tickets can only be performed by the retailer who sold the ticket, using the selling terminal’s optical mark reader and must occur within two hours after printing, except that no JACKPOT TRIPLE PLAY ticket shall be canceled after game close for the related drawing. The two-hour cancellation period may be reduced due to the selling retailer’s hours of business operation; the cutoff time for daily sales (12:00 midnight ET); gaming system availability; or the time of the JACKPOT TRIPLE PLAY close of game for the related drawing. Ticket cancellations cannot be processed through a vending machine. If a player desires to cancel a cancelable ticket purchased through a vending

machine, the player must present the ticket to the retailer location where the ticket was purchased for processing within the timeframe described above.

(f) JACKPOT TRIPLE PLAY with Combo tickets and free JACKPOT TRIPLE PLAY with Combo tickets issued as a prize cannot be canceled at any time.

(g) It is the responsibility of the player to make sure his or her ticket(s) are printed exactly as requested before leaving the retailer, including verifying the number of ticket(s) printed, and to determine the accuracy of the first set of JACKPOT TRIPLE PLAY numbers in a selected panel of numbers, the draw date(s), play amounts and play features on the ticket. In the event that a ticket given to the player by the retailer contains selections which are not consistent with the player’s selection of the first set of numbers, it shall be the responsibility of the player to immediately advise the retailer of that fact. In such event and upon request of the player within the time period specified herein, the retailer shall make a good faith effort to cancel a cancelable ticket.

(10) This emergency rule replaces Emergency Rule 53ER20-31, F.A.C.

(11) The effective date of this emergency rule is June 26, 2020. Rulemaking Authority 24.105(9)(a), (b), (c), (d), (e), (f), (h), 24.109(1), 24.115(1) FS. Law Implemented, 24.105(9)(a), (b), (c), (d), (e), (f), (h), 24.115(1), 24.124(1) FS. History- New 6-26-20, Replaces 53ER20-31.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: June 26, 2020.

DEPARTMENT OF THE LOTTERY

RULE NO.: RULE TITLE:
53ER20-50 LUCKY CLOVER

SUMMARY: This emergency rule describes the Fast Play™ game, LUCKY CLOVER. The rule sets forth the specifics of the game; determination of prizewinners; estimated odds of winning, value and number of prizes in the game.

This emergency rule is replacing Emergency Rule 53ER20-10 to modify and add provisions related to the Florida Lottery’s new Mobile Convenience App.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

THE FULL TEXT OF THE EMERGENCY RULE IS:
53ER20-50 LUCKY CLOVER.

(1) Name of Game. LUCKY CLOVER.

(2) Price. LUCKY CLOVER lottery tickets sell for \$1.00 per play.

(3) Game Description. LUCKY CLOVER is a Fast Play™ instant-win game (also known as an online terminal game) printed from an authorized Florida Lottery retailer terminal at the time of purchase. Players may play the game and determine immediately if the ticket is a winner. All prizes are predetermined. The player does not have the ability to select his or her own numbers or play symbols.

(4) LUCKY CLOVER Lottery Ticket Purchase. Players may purchase a LUCKY CLOVER lottery ticket at an authorized retailer by telling the retailer; presenting to the retailer a barcode found on LUCKY CLOVER supporting materials or on the Florida Lottery Mobile Convenience App; or by submitting a LUCKY CLOVER paper play slip for processing through a retailer terminal. In addition, a LUCKY CLOVER barcode may be printed from the Florida Lottery’s website at flalottery.com. Supporting materials with a LUCKY CLOVER barcode include tear pads, game brochures or Florida Lottery emails.

(a) Players who choose to purchase a LUCKY CLOVER lottery ticket or tickets by telling the retailer shall specify the number of plays desired. Each play will print on a separate ticket.

(b) Players who choose to present a barcode to purchase a LUCKY CLOVER lottery ticket shall provide the barcoded material or their mobile device to the retailer to scan. One scanned barcode will produce one LUCKY CLOVER lottery ticket.

(c) Players who choose to use a paper play slip to purchase a LUCKY CLOVER lottery ticket or tickets may mark the appropriate box on the paper play slip for the number of plays desired and submit it to the retailer. The retailer will process the paper play slip through the retailer terminal. Each play will print on a separate ticket. Paper 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 LUCKY CLOVER paper play slips is prohibited.

(d) LUCKY CLOVER lottery tickets cannot be purchased through a Florida Lottery vending machine.

(e) LUCKY CLOVER lottery tickets cannot be canceled.

(5) The play symbols that may appear in the FOUR LEAF CLOVERS or YOUR NUMBERS play area are as follows:

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	32	33	34	35
36	37	38	39	40		

(6) The prize symbols that may appear in the FOUR LEAF CLOVERS play area are as follows:

\$500 \$200 \$100 \$50
 \$20 \$5 \$2 \$1

(7) How to Play and Determination of Prizewinners. There are four (4) four leaf clovers on each LUCKY CLOVER lottery ticket. Each four leaf clover is played separately. A ticket having four play symbols in the YOUR NUMBERS play area that match all four play symbols in a single four leaf clover in the FOUR LEAF CLOVERS play area shall entitle the claimant to the prize shown for that four leaf clover.

(8) The prize structure and odds of winning are as follows:

<u>PRIZE</u>	<u>NUMBER OF WINNERS IN 360,000 (Per Pool)</u>	<u>ODDS PER POOL OF 1 IN</u>
<u>\$500</u>	<u>4</u>	<u>90,000.00</u>
<u>\$200</u>	<u>10</u>	<u>36,000.00</u>
<u>\$100</u>	<u>50</u>	<u>7,200.00</u>
<u>\$50</u>	<u>250</u>	<u>1,440.00</u>
<u>\$20</u>	<u>3,000</u>	<u>120.00</u>
<u>\$5</u>	<u>7,500</u>	<u>48.00</u>
<u>\$2</u>	<u>30,750</u>	<u>11.71</u>
<u>\$1</u>	<u>38,750</u>	<u>9.29</u>

(9) The estimated overall odds of winning some prize in the LUCKY CLOVER game are 1:4.48. The LUCKY CLOVER prize structure will be replenished automatically as each ticket is sold in each prize tier, including both winning and non-winning prize tiers. The odds remain the same for each ticket purchased for the life of the game.

(10) LUCKY CLOVER Additional Provisions.

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

(b) Prizes must be claimed within 60 days after the official end of game. All LUCKY CLOVER prizes shall be paid in a single, lump-sum payment. Ticket validation requirements for Fast Play LUCKY CLOVER lottery tickets are set forth in the rule of the Florida Lottery governing payment of prizes. Payment of prizes for Fast Play LUCKY CLOVER lottery tickets 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.

(c) It is the responsibility of the player to verify the readability of the information printed on the LUCKY CLOVER lottery ticket at the time of purchase. Additionally, the player should check the date and time printed on a LUCKY CLOVER lottery

ticket to confirm that the printed date and time of purchase correspond to the actual date and time of purchase. It shall be the responsibility of the player to immediately notify the retailer of any such errors or discrepancies of a ticket prior to leaving the retailer location.

(d) Subject to a retailer’s hours of operation and gaming system availability, LUCKY CLOVER lottery tickets are available for purchase daily between the hours of 6:00 a.m. and 12:00 midnight, Eastern Time (ET).

(11) The effective date of this emergency rule is June 26, 2020. Rulemaking Authority 24.105(9)(a), (b), (c), (e), (h) 24.109(1), 24.115(1) FS. Law Implemented 24.105(9)(a), (b), (c), (e), (h), 24.115(1) FS. History- New 6-26-20, Replaces 53ER20-10.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: June 26, 2020.

DEPARTMENT OF THE LOTTERY

RULE NO.: RULE TITLE:

53ER20-51 WORD SEARCH

SUMMARY: This emergency rule describes the Fast Play™ game, WORD SEARCH. The rule sets forth the specifics of the game; determination of prizewinners; estimated odds of winning, value and number of prizes in the game.

This emergency rule is replacing Emergency Rule 53ER20-11 to modify and add provisions related to the Florida Lottery’s new Mobile Convenience App.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

THE FULL TEXT OF THE EMERGENCY RULE IS: 53ER20-51 WORD SEARCH.

(1) Name of Game. WORD SEARCH.

(2) Price. WORD SEARCH lottery tickets sell for \$2.00 per play.

(3) Game Description. WORD SEARCH is a Fast Play™ instant-win game (also known as an online terminal game) printed from an authorized Florida Lottery retailer terminal at the time of purchase. Players may play the game and determine immediately if the ticket is a winner. All prizes are predetermined. The player does not have the ability to select his or her own numbers or play symbols.

(4) WORD SEARCH Lottery Ticket Purchase. Players may purchase a WORD SEARCH lottery ticket at an authorized retailer by telling the retailer; presenting to the retailer a barcode found on WORD SEARCH supporting materials or on the Florida Lottery Mobile Convenience App; or by submitting a WORD SEARCH paper play slip for processing through a retailer terminal. In addition, a WORD SEARCH barcode may be printed from the Florida Lottery’s website at flalottery.com.

Supporting materials with a WORD SEARCH barcode include tear pads, game brochures or Florida Lottery emails.

(a) Players who choose to purchase a WORD SEARCH lottery ticket or tickets by telling the retailer shall specify the number of plays desired. Each play will print on a separate ticket.

(b) Players who choose to present a barcode to purchase a WORD SEARCH lottery ticket shall provide the barcoded material or their mobile device to the retailer to scan. One scanned barcode will produce one WORD SEARCH lottery ticket.

(c) Players who choose to use a paper play slip to purchase a WORD SEARCH lottery ticket or tickets may mark the appropriate box on the paper play slip for the number of plays desired and submit it to the retailer. The retailer will process the paper play slip through the retailer terminal. Each play will print on a separate ticket. Paper 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 WORD SEARCH paper play slips is prohibited.

(d) WORD SEARCH lottery tickets cannot be purchased through a Florida Lottery vending machine.

(e) WORD SEARCH lottery tickets cannot be canceled.

(5) The play symbols that may appear in the form of a word in the word search grid play area, the YOUR WORDS play area, or the BONUS WORD play area are as follows:

A B C D E F G H I J
 K L M N O P Q R S T
 U V W X Y Z

(6) The prize symbols that may appear in the BONUS WORD play area are as follows:

\$50 \$10 \$5 \$2

(7) How to Play and Determination of Prizewinners. A list of fifteen words will appear in the YOUR WORDS play area. Circle those words from the YOUR WORDS list that appear in the word search grid. Words may appear horizontally, vertically or diagonally. Count the total number of words circled and matched.

(a) A ticket having seven or more words matched shall entitle the claimant to the corresponding prize shown in the PRIZE LEGEND for the total number of words matched. The prizes are: \$2, \$5, \$10, \$50, \$500 and \$10,000. Only the highest number of winning words matched will be paid.

(b) BONUS WORD. A ticket having a word in the BONUS WORD play area that matches the same word in the word search grid area shall entitle the claimant to the corresponding

prize shown in the BONUS WORD play area. The BONUS WORD is played separately.

(c) Partial words do not count towards a match. Words found in the grid area that do not appear in the YOUR WORDS play area or the BONUS WORD play area do not count towards a match.

(8) The prize structure and odds of winning are as follows:

<u>GAME PLAY</u>	<u>PRIZE</u>	<u>NUMBER OF WINNERS IN 360,000 (Per Pool)</u>	<u>ODDS PER POOL OF 1 IN</u>
<u>12 Words</u>	<u>\$10,000</u>	<u>1</u>	<u>360,000.00</u>
<u>11 Words</u>	<u>\$500</u>	<u>30</u>	<u>12,000.00</u>
<u>BONUS WORD</u>	<u>\$50</u>	<u>515</u>	<u>699.03</u>
<u>10 Words</u>	<u>\$50</u>	<u>515</u>	<u>699.03</u>
<u>BONUS WORD</u>	<u>\$10</u>	<u>7,500</u>	<u>48.00</u>
<u>9 Words</u>	<u>\$10</u>	<u>7,500</u>	<u>48.00</u>
<u>BONUS WORD</u>	<u>\$5</u>	<u>16,000</u>	<u>22.50</u>
<u>8 Words</u>	<u>\$5</u>	<u>16,000</u>	<u>22.50</u>
<u>BONUS WORD</u>	<u>\$2</u>	<u>24,000</u>	<u>15.00</u>
<u>7 words</u>	<u>\$2</u>	<u>24,000</u>	<u>15.00</u>

(9) The estimated overall odds of winning some prize in the WORD SEARCH game are 1:3.75. The WORD SEARCH prize structure will be replenished automatically as each ticket is sold in each prize tier, including both winning and non-winning prize tiers. The odds remain the same for each ticket purchased for the life of the game.

(10) WORD SEARCH Additional Provisions.

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

(b) Prizes must be claimed within 60 days after the official end of game. All WORD SEARCH prizes shall be paid in a single, lump-sum payment. Ticket validation requirements for Fast Play WORD SEARCH lottery tickets are set forth in the rule of the Florida Lottery governing payment of prizes. Payment of prizes for Fast Play WORD SEARCH lottery tickets 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.

(c) It is the responsibility of the player to verify the readability of the information printed on the WORD SEARCH lottery ticket at the time of purchase. Additionally, the player should check the date and time printed on a WORD SEARCH lottery ticket to confirm that the printed date and time of purchase

correspond to the actual date and time of purchase. It shall be the responsibility of the player to immediately notify the retailer of any such errors or discrepancies of a ticket prior to leaving the retailer location.

(d) Subject to a retailer’s hours of operation and gaming system availability, WORD SEARCH lottery tickets are available for purchase daily between the hours of 6:00 a.m. and 12:00 midnight, Eastern Time (ET).

(11) The effective date of the emergency rule is June 26, 2020. Rulemaking Authority 24.105(9)(a), (b), (c), (e), (h) 24.109(1), 24.115(1) FS. Law Implemented 24.105(9)(a), (b), (c), (e), (h), 24.115(1) FS. History- New 6-26-20, Replaces 53ER20-11.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: June 26, 2020.

DEPARTMENT OF THE LOTTERY

RULE NO.: RULE TITLE:
53ER20-52 HORSESHOE RINGER

SUMMARY: This emergency rule describes the Fast Play™ game, HORSESHOE RINGER. The rule sets forth the specifics of the game; determination of prizewinners; estimated odds of winning, value and number of prizes in the game.

This emergency rule is replacing Emergency Rule 53ER20-12 to modify and add provisions related to the Florida Lottery’s new Mobile Convenience App.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

THE FULL TEXT OF THE EMERGENCY RULE IS:
53ER20-52 HORSESHOE RINGER.

(1) Name of Game. HORSESHOE RINGER.
(2) Price. HORSESHOE RINGER lottery tickets sell for \$5.00 per play.

(3) Game Description. HORSESHOE RINGER is a Fast Play™ instant-win game (also known as an online terminal game) printed from an authorized Florida Lottery retailer terminal at the time of purchase. Players may play the game and determine immediately if the ticket is a winner. All prizes are predetermined. The player does not have the ability to select his or her own numbers or play symbols.

(4) HORSESHOE RINGER Lottery Ticket Purchase. Players may purchase a HORSESHOE RINGER lottery ticket at an authorized retailer by telling the retailer; presenting to the retailer a barcode found on HORSESHOE RINGER supporting materials or on the Florida Lottery Mobile Convenience App; or by submitting a HORSESHOE RINGER paper play slip for processing through a retailer terminal. In addition, a HORSESHOE RINGER barcode may be printed from the Florida Lottery’s website at flalottery.com. Supporting

materials with a HORSESHOE RINGER barcode include tear pads, game brochures or Florida Lottery emails.

(a) Players who choose to purchase a HORSESHOE RINGER lottery ticket or tickets by telling the retailer shall specify the number of plays desired. Each play will print on a separate ticket.

(b) Players who choose to present a barcode to purchase a HORSESHOE RINGER lottery ticket shall provide the barcoded material or their mobile device to the retailer to scan. One scanned barcode will produce one HORSESHOE RINGER lottery ticket.

(c) Players who choose to use a paper play slip to purchase a HORSESHOE RINGER lottery ticket or tickets may mark the appropriate box on the paper play slip for the number of plays desired and submit it to the retailer. The retailer will process the paper play slip through the retailer terminal. Each play will print on a separate ticket. Paper 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 HORSESHOE RINGER paper play slips is prohibited.

(d) HORSESHOE RINGER lottery tickets cannot be purchased through a Florida Lottery vending machine.

(e) HORSESHOE RINGER lottery tickets cannot be canceled.

(5) The play symbols that may appear in the WINNING NUMBERS, YOUR NUMBERS, or RINGER TOSS NUMBER play area are as follows:

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	32	33	34	35
36	37	38	39	40		

(6) The prize symbols that may appear in the YOUR NUMBERS play area are as follows:

\$5	\$10	\$15	\$20	\$25	\$50
\$100	\$250	\$500	\$2,500	\$50,000	

(7) How to Play and Determination of Prizewinners.

(a) A ticket having a play symbol in the YOUR NUMBERS play area that matches a number in the WINNING NUMBERS play area shall entitle the claimant to the corresponding prize shown for that symbol.

(b) RINGER TOSS NUMBER. A ticket having a play symbol in the RINGER TOSS NUMBER play area that matches a symbol in the YOUR NUMBERS play area, shall entitle the claimant double the corresponding prize shown for that symbol.

(8) The prize structure and odds of winning are as follows:

<u>GAME PLAY</u>	<u>PRIZE</u>	<u>NUMBER OF WINNERS IN 360,000 (Per Pool)</u>	<u>ODDS PER POOL OF 1 IN</u>
<u>\$50,000</u>	<u>\$50,000</u>	<u>1</u>	<u>360,000.00</u>
<u>\$2,500</u>	<u>\$2,500</u>	<u>3</u>	<u>120,000.00</u>
<u>\$500</u>	<u>\$500</u>	<u>12</u>	<u>30,000.00</u>
<u>\$250 (2X)</u>	<u>\$500</u>	<u>12</u>	<u>30,000.00</u>
<u>\$250 + \$50 + \$100 (X2)</u>	<u>\$500</u>	<u>15</u>	<u>24,000.00</u>
<u>\$250</u>	<u>\$250</u>	<u>20</u>	<u>18,000.00</u>
<u>\$100 + \$100 + \$50</u>	<u>\$250</u>	<u>20</u>	<u>18,000.00</u>
<u>\$100 + \$50 + \$50 (X2)</u>	<u>\$250</u>	<u>45</u>	<u>8,000.00</u>
<u>\$100</u>	<u>\$100</u>	<u>50</u>	<u>7,200.00</u>
<u>\$50 (X2)</u>	<u>\$100</u>	<u>100</u>	<u>3,600.00</u>
<u>\$50 + \$50</u>	<u>\$100</u>	<u>100</u>	<u>3,600.00</u>
<u>\$50 + \$25 (X2)</u>	<u>\$100</u>	<u>100</u>	<u>3,600.00</u>
<u>\$50</u>	<u>\$50</u>	<u>250</u>	<u>1,440.00</u>
<u>\$25 + \$25</u>	<u>\$50</u>	<u>300</u>	<u>1,200.00</u>
<u>\$25 (X2)</u>	<u>\$50</u>	<u>350</u>	<u>1,028.57</u>
<u>\$25 + \$20 + \$5</u>	<u>\$50</u>	<u>350</u>	<u>1,028.57</u>
<u>\$25</u>	<u>\$25</u>	<u>600</u>	<u>600.00</u>
<u>\$10 + \$15</u>	<u>\$25</u>	<u>900</u>	<u>400.00</u>
<u>\$10 + \$10 + \$5</u>	<u>\$25</u>	<u>1,200</u>	<u>300.00</u>
<u>\$5 + \$10 (X2)</u>	<u>\$25</u>	<u>1,200</u>	<u>300.00</u>
<u>\$20</u>	<u>\$20</u>	<u>1,500</u>	<u>240.00</u>
<u>\$10 (X2)</u>	<u>\$20</u>	<u>1,500</u>	<u>240.00</u>
<u>\$10 + \$10</u>	<u>\$20</u>	<u>3,000</u>	<u>120.00</u>
<u>\$10 + \$5 (X2)</u>	<u>\$20</u>	<u>4,500</u>	<u>80.00</u>
<u>\$10 + \$5 + \$5</u>	<u>\$20</u>	<u>7,500</u>	<u>48.00</u>
<u>\$10</u>	<u>\$10</u>	<u>7,000</u>	<u>51.43</u>
<u>\$5 (X2)</u>	<u>\$10</u>	<u>15,000</u>	<u>24.00</u>
<u>\$5 + \$5</u>	<u>\$10</u>	<u>9,000</u>	<u>40.00</u>
<u>\$5</u>	<u>\$5</u>	<u>59,000</u>	<u>6.10</u>

(9) The estimated overall odds of winning some prize in the HORSESHOE RINGER game are 1:3.17. The HORSESHOE RINGER prize structure will be replenished automatically as each ticket is sold in each prize tier, including both winning and non-winning prize tiers. The odds remain the same for each ticket purchased for the life of the game.

(10) HORSESHOE RINGER Additional Provisions.

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

(b) Prizes must be claimed within 60 days after the official end of game. All HORSESHOE RINGER prizes shall be paid in a single, lump-sum payment. Ticket validation requirements for Fast Play HORSESHOE RINGER lottery tickets are set forth in the rule of the Florida Lottery governing payment of prizes. Payment of prizes for Fast Play HORSESHOE RINGER lottery tickets 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.

(c) It is the responsibility of the player to verify the readability of the information printed on the HORSESHOE RINGER lottery ticket at the time of purchase. Additionally, the player should check the date and time printed on a HORSESHOE RINGER lottery ticket to confirm that the printed date and time of purchase correspond to the actual date and time of purchase. It shall be the responsibility of the player to immediately notify the retailer of any such errors or discrepancies of a ticket prior to leaving the retailer location.

(d) Subject to a retailer’s hours of operation and gaming system availability, HORSESHOE RINGER lottery tickets are available for purchase daily between the hours of 6:00 a.m. and 12:00 midnight, Eastern Time (ET).

(11) The effective date of the Emergency Rule is June 26, 2020. Rulemaking Authority 24.105(9)(a), (b), (c), (e), (h) 24.109(1), 24.115(1) FS. Law Implemented 24.105(9)(a), (b), (c), (e), (h), 24.115(1) FS. History- New 6-26-20, Replaces 53ER20-12.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.
EFFECTIVE DATE: June 26, 2020.

DEPARTMENT OF THE LOTTERY

RULE NO.: 53ER20-53
RULE TITLE: Sale of Lottery Tickets

SUMMARY: This emergency rule sets forth the provisions relating to the sale of lottery tickets, and modifies provisions of Emergency Rule 53ER17-56 identified during a rule review conducted in connection with the Florida Lottery’s launch of the new Florida Lottery Mobile Convenience App (“App”). THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399 ne4011.

THE FULL TEXT OF THE EMERGENCY RULE IS: 53ER20-53 Sale of Lottery Tickets.

(1) Sale of Lottery Tickets- General Provisions.

(a) Retailers shall sell only lottery tickets of the Florida Lottery (“Lottery”) and no other state or national lottery tickets, except as may be expressly authorized by the Florida Lottery.

(b) Retailers are prohibited from selling lottery tickets to anyone under the age of eighteen.

(c) Retailers shall sell lottery tickets during the retailer's normal business hours, unless otherwise authorized by the Lottery.

(d) Retailers may not sell tickets at any price other than that established by the Lottery.

(e) No person or entity other than the Florida Lottery, an active contracted Lottery retailer, or employee acting on behalf of the retailer may sell lottery tickets.

(f) Delivery of lottery tickets or ticket stock to a retailer shall be made only by an authorized Lottery representative. Without prior Lottery approval, a retailer shall not accept lottery tickets to be sold from another retailer or anyone except an authorized Lottery agent.

(g) All ticket sales shall be final, except as provided in paragraph (2)(d), below.

(h) A retailer shall sell lottery tickets only at the authorized location stated on its Certificate of Authority.

(i) A retailer shall not exchange a book(s), ticket(s), or ticket stock with its other retailer location(s) or with any other retailer.

(2) Online Terminal Games.

For purposes of this subsection (2), the term "online terminal game" shall include Draw games and Fast Play™ games. A "play slip" is defined as an original paper play slip issued and approved by the Florida Lottery for an online terminal game or a digital play slip for a Draw game generated on a mobile device using the Florida Lottery Mobile Convenience App ("App"). Except where necessary herein to differentiate between a paper play slip and a digital play slip, the term "play slip" shall be inclusive of both types of play slips.

(a) Players may make their online terminal game ticket selections by using a play slip or by telling the retailer their desired selections. Additionally, players may make Draw game ticket selections by using a Florida Lottery vending machine ("vending machine") that provides for Draw game purchases or by requesting to use the Play It Again feature.

1. Play Slips.

a. Paper Play Slips. Online terminal game paper play slips must be hand-marked by the player in blue or black ink or pencil. Retailers shall not accept facsimiles of paper play slips, copies of paper play slips, or other materials that are inserted into the terminal's play slip reader that are not printed or approved by the Lottery.

b. Digital Play Slips. For Draw game purchases, a digital play slip can be created by a player on his or her mobile device using the App and will contain a barcode to be scanned by the retailer and processed through the retailer terminal for a ticket purchase. Additionally, a digital play slip may be used by the player to purchase tickets through a vending machine that provides for Draw games.

2. Telling the Retailer. When requested by a player, a retailer is authorized to manually enter Draw game numbers or enter play selection features, such as Quick Pick, as specified by the player. Additionally, a retailer may print one or more Fast Play game tickets upon the request of a player.

3. Vending Machine. If a vending machine is available at the retailer location and the vending machine provides for Draw game purchases, the vending machine may be used by a player to purchase Draw game tickets for one or more games and for one or more drawings. Fast Play games are not available for purchase from a vending machine. Neither a retailer nor a player can process the cancelation of a Draw game ticket through a vending machine. At the request of a player, the retailer shall make a good faith effort to cancel cancelable Draw game tickets that are purchased through a vending machine by using the retailer's lottery terminal.

4. Play It Again. A player may request to "Play it Again" to replay a previously purchased Florida Lottery Draw game 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, play amount, number of panels, number of advance play drawings, draw time and play type for PICK games, and any add-on features 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 available due to implementation of an advance play countdown for the Draw game for which the original ticket was purchased. Tickets older than sixty (60) days cannot be replayed. Tickets purchased using the Play It Again feature are subject to the same cancellation provisions as the original ticket.

(b) Retailers shall not permit any device to be connected to a lottery terminal to enter plays for online terminal games, except as specifically approved in writing, in advance, by the Lottery.

(c) Draw game lottery tickets shall not be sold after the close of game for the specific drawing for which they were designated. The time of close of game for each Draw game is set forth in the rule for that game. A copy of the current Draw game rules may be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

(d) A retailer shall make a good faith effort to cancel a cancelable Draw game lottery ticket upon the request of a player if the request is made within the cancelation period set forth in the specific Draw game rule.

(e) For Fast Play game purchases, a retailer may print a Fast Play game ticket at the time a request is made by the player or may scan a game barcode found on supporting Fast Play game materials or on the App on a player's mobile device. Supporting materials with a barcode include tear pads, game brochures, or

Florida Lottery emails. A Fast Play game barcode may also be printed from the Florida Lottery’s website at flalottery.com. Additionally, paper play slips may be available to support a specific Fast Play game as determined by the Lottery in the specific Fast Play game rule. In such case, the play slips may only be processed through a retailer terminal and not through a vending machine Fast Play game lottery tickets cannot be purchased through a vending machine.

(f) Fast Play game tickets are not cancelable by a retailer.

(3) Scratch-Off Games.

(a) Each book of Scratch-Off game lottery tickets (also known as instant game lottery tickets) shall be activated prior to any tickets from the book being sold.

(b) Scratch-Off lottery tickets for a game shall not be sold after the announced official end-of-game date of the respective Scratch-Off game.

(c) Players may purchase Scratch-Off lottery tickets through a vending machine if a vending machine is available at the retailer location.

(4) The effective date of this emergency rule is June 26, 2020.

(5) This emergency rule replaces Emergency Rule 53ER17-56, F.A.C.

Rulemaking Authority 24.105(9)(h) FS 24.109(1), 24.112(1) Law Implemented 24.105(9)(h), 24.112(7) FS.

History- New 6-26-20, Replaces 53ER17-56, F.A.C.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: June 26, 2020.

Section V

Petitions and Dispositions Regarding Rule Variance or Waiver

DEPARTMENT OF EDUCATION

State Board of Education

RULE NO.: RULE TITLE:

6A-2.0040 Sanitation Standards in K-12 Private Schools

NOTICE IS HEREBY GIVEN that on June 16, 2020, the Department of Education, received a petition for variance from subsection 6A-2.0040(7), F.A.C., Sanitation Standards in K-12 Private Schools. The petition requests a long-term variance permitting the school to provide drinking water for students in a format other than the slant jet type drinking fountains prescribed by rule. The petitioner is Flagler Beach Montessori School, located in Bunnell, Florida.

A copy of the Petition for Variance or Waiver may be obtained by contacting: the Department of Education’s Office of the Clerk: Chris Emerson, Agency Clerk, Department of Education, 325 West Gaines St., Tallahassee, FL 32399, or via

email at christian.emerson@fldoe.org. Public comments concerning this petition for a variance can be made at <https://web02.fldoe.org/rules>. The Department will accept comments concerning the petition for 14 days from the date of publication of this notice. To be considered, comments must be received on or before 5:00 p.m. on July 10, 2020.

AGENCY FOR HEALTH CARE ADMINISTRATION

Medicaid

RULE NO.: RULE TITLE:

59G-13.070 Developmental Disabilities Individual Budgeting Waiver Services

NOTICE IS HEREBY GIVEN that on June 11, 2020, the Agency for Health Care Administration, received a petition for Variance or Waiver of Rule 59G-13.070 (“Petition”) from the Petitioner, A.G. Rule 59G-13.070, Florida Administrative Code (“Rule”), which applies to all providers of Developmental Disabilities Individual Budgeting Waiver services who are enrolled in the Florida Medicaid program, requires that all providers of Developmental Disabilities Individual Budgeting Waiver services enrolled in the Florida Medicaid program be in compliance with the provisions of the Florida Medicaid Developmental Disabilities Individual Budgeting Waiver Services Coverage and Limitations Handbook, June 2018 (“Handbook”). Petitioner seeks a variance from or waiver of limited provisions of the Rule, which incorporates the Handbook by reference. Petitioner seeks a variance from or waiver of the Handbook provision, page 2-105, Limitations and Exclusions, which limits behavior assistant services to a maximum of 32 quarter-hours per day. Interested persons or agencies may submit written comments on the Petition within fourteen (14) days after publication of this notice.

A copy of the Petition for Variance or Waiver may be obtained by contacting: Richard J. Shoop, Agency Clerk, Agency for Health Care Administration, 2727 Mahan Drive, Mail Stop #3, Tallahassee, Florida 32308; Richard.shoop@ahca.myflorida.com; (850)412-3689.

DEPARTMENT OF MANAGEMENT SERVICES

Public Employees Relations Commission

RULE NO.: RULE TITLE:

60CC-4.002 Ratification by Members of Bargaining Unit

NOTICE IS HEREBY GIVEN that on June 23, 2020, the Public Employees Relations Commission, received a petition for variance from Rule 60CC-4.002, F.A.C., from Elizabeth Key-Raimer and the FUSA Chapter of Hillsborough Community College, FUSA-NEA to allow the FUSA Chapter of Hillsborough Community College, FUSA-NEA to conduct all aspects of a ratification election electronically. The petition was assigned Case No. MS-2020-022. Any interested person may submit written comments on this petition within 5 days of publication of this notice by mail to Commission Clerk, Public

Employees Relations Commission, 4708 Capital Circle Northwest, Suite 300, Tallahassee, Florida 32303-7256 or by facsimile to (850)488-9704.

A copy of the Petition for Variance or Waiver may be obtained by contacting: The Clerk, Public Employees Relations Commission, 4708 Capital Circle Northwest, Suite 300, Tallahassee, Florida 32303-7256 or by email to Barry.Dunn@perc.myflorida.com.

Commission Clerk, Public Employees Relations Commission, 4708 Capital Circle Northwest, Suite 300, Tallahassee, Florida 32303-7256.

DEPARTMENT OF MANAGEMENT SERVICES

Public Employees Relations Commission

RULE NO.: RULE TITLE:

60CC-1.001 Showing of Interest

The Public Employees Relations Commission hereby gives notice: On June 18, 2020, the Public Employees Relations Commission issued a final order in Case No. MS-2020-012 denying a petition for variance or waiver from Florida Administrative Code Rule 60CC-1.001 filed by Professional Law Enforcement, Inc. The Public Employees Relations Commission denied the petition because it determined that the Petitioner was actually seeking a waiver of, or variance from, a statute, not a rule, which the Commission did not have the authority to grant. The petition was filed on April 29, 2020, and the notice of receipt of the petition was published on May 5, 2020, in Volume 46, Number 88 F.A.R. On May 13, 2020, the Dade County Police Benevolent Association, Inc. filed a comment opposing the petition.

A copy of the Order or additional information may be obtained by contacting: Commission Clerk, Public Employees Relations Commission, 4708 Capital Circle Northwest, Suite 300, Tallahassee, Florida 32303-7256.

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Board of Accountancy

The Board of Accountancy hereby gives notice: that on June 15, 2020, an Order was filed on the Petition for Variance or Waiver. The Petition was filed by Nicholas Fulmer, on March 25, 2020, seeking a variance or waiver of paragraph 61H1-28.0052(1)(b), F.A.C., regarding the timeframes with respect to the CPA Examination, which requires that candidates must pass all four sections of the CPA Examination within a rolling eighteen-month period, which begins on the NASBA grade release date for the first test section(s) passed. In the event all four test sections of the CPA Examination are not passed within

the rolling eighteen-month period, credit for any test section(s) passed outside the eighteen-month period will expire and that test section(s) must be retaken.

The Notice of Petition for Variance or Waiver was published in Vol. 46, No.62, on March 30, 2020, in the Florida Administrative Register. The Board, at its meeting held on May 15, 2020, voted to grant the Petition for Variance or Waiver finding that Petitioner demonstrated a substantial hardship; demonstrated that application of the rule would violate the principles of fairness; and that the purpose of the underlying statute had been met.

A copy of the Order or additional information may be obtained by contacting: Roger Scarborough, Division Director, Board of Accountancy, 240 NW 76th Dr., Suite A, Gainesville, Florida 32607.

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Board of Accountancy

The Board of Accountancy hereby gives notice: that on June 15, 2020, an Order was filed on the Petition for Variance or Waiver. The Petition was filed by Heena Rupani, on January 21, 2020, seeking a permanent variance or waiver of paragraph 61H1-27.002(2)(a), F.A.C., with regards to concentrations in accounting and business, that requires for purposes of Section 473.306, F.S., if application for licensure is made after August 1, 1983, an applicant must have at least 150 semester hours or 225 quarter hours of college education, including a baccalaureate degree or higher conferred by an accredited college or university with a major in accounting, or its equivalent. The applicant's total education program shall include a concentration in accounting and business as follows: 30 semester or 45 quarter hours in accounting education at the upper division level which shall include coverage of auditing, cost and managerial accounting, financial accounting, and taxation. Not more than 3 semester or 4 quarter hours may be internship programs which may be applied to the 30 semester or 45 quarter hours in accounting (internship courses must be taken in conjunction with other traditional coursework at an institution and must appear on the transcript). Further, any remaining internship credit if otherwise acceptable would be applied to the general business requirement.

The Notice of Petition for Variance or Waiver was published in Vol. 46, No.19, on January 29, 2020, in the Florida Administrative Register. The Board, at its meeting held on May 15, 2020, voted to accept the withdrawal of the Petition for Variance or Waiver at the request of the Petitioner.

A copy of the Order or additional information may be obtained by contacting: Roger Scarborough, Division Director, Board of Accountancy, 240 NW 76th Dr., Suite A, Gainesville, Florida 32607.

DEPARTMENT OF HEALTH

RULE NOS.:RULE TITLES:

64-4.004 Revocation of Dispensing Organization Approval

64-4.005 Inspection and Authorization Procedures

NOTICE IS HEREBY GIVEN that on June 19, 2020, the Department of Health, received a petition for variance from Rules 64-4.004 and 64-4.005, Florida Administrative Code, from Sanctuary Medicinals, LLC. The petition seeks a variance from subsection 64-4.005(4), F.A.C., which requires that a Medical Marijuana Treatment Center begin dispensing product within 210 days of being granted Cultivation Authorization, and subsection 64-4.004(3), F.A.C., which provides that the department may revoke its approval of a Medical Marijuana Treatment Center for failure to begin dispensing within 210 calendar days of being granted Cultivation Authorization, if the failure is not corrected within 10 calendar days. Any interested person or other agency may submit written comments within 5 days after the publication of this notice to: Agency Clerk, Department of Health, Office of the General Counsel, 4052 Bald Cypress Way, Bin A02, Tallahassee, Florida 32399-1703 or by facsimile at (850)413-8743.

A copy of the Petition for Variance or Waiver may be obtained by contacting: A copy of the Petition for Variance or Waiver may be obtained by contacting: Christopher Ferguson, Department of Health, Office of Medical Marijuana Use, 4052 Bald Cypress Way, Bin M-01, Tallahassee, Florida 32399 or by email at Christopher.Ferguson@flhealth.gov.

DEPARTMENT OF CHILDREN AND FAMILIES

Family Safety and Preservation Program

RULE NO.: RULE TITLE:

65C-14.023 Personnel and Staffing Requirements

NOTICE IS HEREBY GIVEN that on May 26, 2020, the Department of Children and Families, received a petition for Waiver of paragraph 65C-14.023(15)(c), Florida Administrative Code, from Youth and Family Alternatives, Inc., and Natalie Pope, assigned Case No. 20-009W. Paragraph 65C-14.023(15)(c), F.A.C., requires residential child-caring agency staff responsible for the supervision, evaluation and monitoring of the direct care staff shall have a bachelor's degree in social work, or in a related area of study from an accredited college or university, and at least two (2) years of experience working with children or two (2) years of college and four (4) years of experience working with children.

A copy of the Petition for Variance or Waiver may be obtained by contacting: Agency Clerk, Department of Children and Families, 1317 Winewood Blvd., Bldg. 2, Room 204, Tallahassee, FL 32399-0700.

Section VI

Notice of Meetings, Workshops and Public Hearings

WATER MANAGEMENT DISTRICTS

South Florida Water Management District

The South Florida Water Management District announces a public meeting to which all persons are invited.

DATE AND TIME: Monday, June 29, 2020, 2:00 p.m. (CANCELED), Loxahatchee River Management Coordinating Council Meeting

PLACE: River Center, 805 N. US Highway 1, Jupiter, FL 33477

GENERAL SUBJECT MATTER TO BE CONSIDERED: ****MEETING CANCELED**** This meeting of the Loxahatchee River Management Coordinating Council Meeting has been canceled.

A copy of the agenda may be obtained by contacting: Kathy LaMartina, (772)236-4213, 421 SW Camden Ave., Stuart, FL 34994, klamart@sfwmd.gov.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 7 days before the workshop/meeting by contacting: District Clerk, (561)682-6805. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

For more information, you may contact: Kathy LaMartina, (772)236-4213, klamart@sfwmd.gov.

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Florida Building Commission

The Florida Building Commission, Product Approval Program Oversight Committee, announces a public meeting to which all persons are invited.

DATE AND TIME: July 23, 2020, 10:00 a.m.

PLACE: Meetings to be conducted using communications media technology, specifically teleconference and webinar. Join the meeting at <https://global.gotomeeting.com/join/533378925>. Join the conference call: United States (toll-free) 1(866)899-4679, meeting ID/access code: 533-378-925; public point of access 2601 Blair Stone Road, Tallahassee, Florida.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Product approval & entities statistics report

Report on conditional approval from the June 2020 meeting.
 Review of product approval and entity applications
 Complaint against the International Association of Plumbing and Mechanical Officials (IAMPO) and Fi Foil Company, Inc. by Dermot Ennis of International Insulation Products
 A copy of the agenda may be obtained by contacting: Zubeyde Binici, as set forth below or on the Commission website.
 Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 7 days before the workshop/meeting by contacting: Ms. Barbara Bryant, Building Codes and Standards Office, Division of Professions, Department of Business and Professional Regulation, 2601 Blair Stone Road, Tallahassee, Florida 32399, (850)487-1824, fax: (850)414-8436. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact: Zubeyde Binici, Product Approval POC, Building Codes and Standards Office, Division of Professions, Department of Business and Professional Regulation, 2601 Blair Stone Road, Tallahassee, Florida 32399, (850)487-1824, fax: (850)414-8436; or access information on the Commission's website, <https://floridabuilding.org/c/default.aspx>.

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Florida Building Commission

The Florida Building Commission, Accessibility Advisory Council, announces a public meeting to which all persons are invited.

DATE AND TIME: July 23, 2020, 2:00 p.m.

PLACE: Meetings to be conducted using communications media technology, specifically teleconference and webinar: Join the meeting at <https://global.gotomeeting.com/join/533378925>. Join the conference call: United States (toll-free): 1(866)899-4679; Meeting ID / Access Code: 533-378-925; public point of access 2601 Blair Stone Road, Tallahassee, Florida.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Review of Applications for Waivers from Accessibility Requirements and other Council Business as noted on Agenda. A copy of the agenda may be obtained by contacting: Chip Sellers, as set forth below or on the Commission website.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 7 days before the workshop/meeting by contacting: Ms. Barbara Bryant, Building Codes and Standards Office, Division of Professions, Department of Business and Professional Regulation, 2601 Blair Stone Road, Tallahassee, Florida 32399, (850)487-1824, fax: (850)414-8436. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact: Chip Sellers, Accessibility Advisory Council, Building Codes and Standards Office, Division of Professions, Department of Business and Professional Regulation, 2601 Blair Stone Road, Tallahassee, Florida 32399, (850)487-1824, fax: (850)414-8436 or access information on the Commission's website: <https://floridabuilding.org/c/default.aspx>.

DEPARTMENT OF HEALTH

Division of Medical Quality Assurance

The Department of Health, Board of Respiratory Therapy announces a public meeting to which all persons are invited.

DATE AND TIME: July 10, 2020, 8:30 a.m. ET

PLACE: CHANGE OF PLACE: Please join my meeting from your computer, tablet or smartphone: <https://www.gotomeet.me/MedicalTherapies/rt-gbm>

You can also dial in using your phone. United States (Toll Free): 1(866)899-4679, Access Code: 595-106-269.

Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com, Meeting ID: 595 106 269 Or dial directly: 595106269@67.217.95.2 or 67.217.95.2##595106269

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/595106269>

GENERAL SUBJECT MATTER TO BE CONSIDERED: General Business Meeting.

A copy of the agenda may be obtained by contacting: A copy of the agenda may be obtained by contacting The Board of Respiratory Care, 4052 Bald Cypress Way, Bin C05, Tallahassee, FL 32399-3255, by calling the board office at (850)245-4373 or by visiting the website: <http://floridasrespiratorycare.gov/>.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to

participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: The Department of Health at (850)245-4444. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

FLORIDA HOUSING FINANCE CORPORATION

The FHFC III, Inc., announces a public meeting to which all persons are invited.

DATE AND TIME: July 17, 2020, 2:30 p.m., or upon adjournment of the Florida Housing Finance Corporation Board of Directors meeting, until adjourned.

PLACE: Call-in number: 1(888)339-2688, Passcode: 961 414 74

NOTE: Board Members will be meeting in person at the offices of Florida Housing Finance Corporation, 227 N. Bronough St., Tallahassee Florida; however, due to the current public health crisis and social distancing recommendations, all others wishing to participate in the meeting are asked to do so via the call-in information provided, if possible.

GENERAL SUBJECT MATTER TO BE CONSIDERED: 1. Conduct business necessary for the organization of FHFC III, INC.

2. Consider adopting resolutions delegating operational authority to the Executive Director.
3. Consideration of all necessary actions with regard to any property owned or held by FHFC III, Inc.
4. Consideration of approval of underwriters for inclusion on approved master list and teams.
5. Consideration of all necessary actions for initiating new rules or rule amendments on an emergency or non-emergency basis.
6. Consideration of status, workouts, or modifications for existing projects.
7. Consideration of matters relating to the statutory purpose of FHFC III, Inc., to provide safe and sanitary housing that is affordable for the residents of Florida.
8. Such other matters as may be included on the Agenda for the July 17, 2020, Board Meeting.

A copy of the agenda may be obtained by contacting: Approximately two days prior to the meeting by contacting Sheila Freaney, Board Liaison, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, phone number (850)488-

4197, or by visiting the Corporation's website at www.floridahousing.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Sheila Freaney at the Florida Housing Finance Corporation at (850)488-4197. If any person decides to appeal any decision made by FHFC III, Inc., with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings be made, which record includes the testimony and evidence upon which the appeal is to be based. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

FLORIDA HOUSING FINANCE CORPORATION

The FHFC II, Inc., announces a public meeting to which all persons are invited.

DATE AND TIME: July 17, 2020, 2:30 p.m., or upon adjournment of the Florida Housing Finance Corporation Board of Directors meeting, until adjourned.

PLACE: Call-in number: 1(888)339-2688, Passcode: 961 414 74

NOTE: Board Members will be meeting in person at the offices of Florida Housing Finance Corporation, 227 N. Bronough St., Tallahassee Florida; however, due to the current public health crisis and social distancing recommendations, all others wishing to participate in the meeting are asked to do so via the call-in information provided, if possible.

GENERAL SUBJECT MATTER TO BE CONSIDERED: 1. Conduct business necessary for the organization of FHFC II, INC.

2. Consider adopting resolutions delegating operational authority to the Executive Director.
3. Consideration of all necessary actions with regard to any property owned or held by FHFC II, Inc.
4. Consideration of approval of underwriters for inclusion on approved master list and teams.
5. Consideration of all necessary actions for initiating new rules or rule amendments on an emergency or non-emergency basis.
6. Consideration of status, workouts, or modifications for existing projects.
7. Consideration of matters relating to the statutory purpose of FHFC II, Inc., to provide safe and sanitary housing that is affordable for the residents of Florida.
8. Such other matters as may be included on the Agenda for the July 17, 2020, Board Meeting.

A copy of the agenda may be obtained by contacting: Approximately two days prior to the meeting by contacting

Sheila Freaney, Board Liaison, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, phone number (850)488-4197, or by visiting the Corporation's website at www.floridahousing.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Sheila Freaney at the Florida Housing Finance Corporation at (850)488-4197.

If any person decides to appeal any decision made by FHFC II, Inc., with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings be made, which record includes the testimony and evidence upon which the appeal is to be based. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

FLORIDA HOUSING FINANCE CORPORATION

The Florida Housing Finance Corporation announces a public meeting to which all persons are invited.

DATE AND TIME: July 17, 2020, 1:30 p.m. ET until adjourned

PLACE: Call-in number: 1(888)339-2688, Passcode: 961 414 74

NOTE: Board Members will be meeting in person at the offices of Florida Housing Finance Corporation, 227 N. Bronough St., Tallahassee Florida; however, due to the current public health crisis and social distancing recommendations, all others wishing to participate in the meeting are asked to do so via the call-in information provided, if possible.

GENERAL SUBJECT MATTER TO BE CONSIDERED: 1. Consider financing and acknowledgement resolutions for various multifamily developments, under any multifamily program, including the ranking of developments.

2. Consider appointment of professionals including but not limited to trustee and/or originator/servicer for upcoming and/or past multifamily programs and single-family programs.

3. Consider approval of all bond documents for and terms of all upcoming single-family and multifamily bond sales, including those secured by third-party guarantors, letters-of-credit, insurance or other mechanisms.

4. Consider adopting resolutions authorizing negotiated or competitive sale of bonds on various single-family and multifamily issues.

5. Consider directing Staff to submit summaries of various TEFRA/Public Hearings to the Governor.

6. Consideration of policy issues concerning ongoing and upcoming single-family bond issues including initiation of request for proposals on an emergency basis, and structuring new issues.

7. Consideration of all necessary actions with regard to the Multifamily Bond Program.

8. Consideration of approval of underwriters for inclusion on approved master list and teams.

9. Consideration of all necessary actions with regard to the HOME Rental Program.

10. Consideration of all necessary actions with regard to the HC (Housing Credits) Program.

11. Consideration of all necessary actions with regard to the SAIL (State Apartment Incentive Loan) Program.

12. Consideration of all necessary actions with regard to the SHIP (State Housing Initiatives Partnership) Program.

13. Consideration of all necessary actions with regard to the PLP (Predevelopment Loan) Program.

14. Consideration of all necessary actions with regard to the Homeownership Programs.

15. Consideration of all necessary actions for initiating new rules or rule amendments on an emergency or non-emergency basis.

16. Consideration of Appeals from Requests for Applications funding selection with entry of final orders.

17. Consideration of workouts or modifications for existing projects funded by the Corporation.

18. Consideration of matters relating to the stated purpose of the Corporation to provide safe and sanitary housing that is affordable for the residents of Florida.

19. Consideration of funding additional reserves for the Guarantee Fund.

20. Consideration of audit issues.

21. Evaluation of professional and consultant performance.

22. Such other matters as may be included on the Agenda for the July 17, 2020, Board Meeting.

A copy of the agenda may be obtained by contacting: Approximately two days prior to the meeting by contacting Sheila Freaney, Board Liaison, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, phone number (850)488-4197, or by visiting the Corporation's website at www.floridahousing.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Sheila Freaney at the Florida Housing Finance Corporation at (850)488-4197.

If any person decides to appeal any decision made by the Corporation with respect to any matter considered at this

meeting, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings be made, which record includes the testimony and evidence upon which the appeal is to be based. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

Broward Soil and Water Conservation District
The Broward Soil/Water Conservation District announces a public meeting to which all persons are invited.
DATES AND TIMES: July 16, 2020, 6:30 p.m.; August 20, 2020, 6:30 p.m.; September 17, 2020, 6:30 p.m.; October 15, 2020, 6:30 p.m.; November 19, 2020, 6:30 p.m.
PLACE: 1801 NE 6th St Pompano Beach (Due to Covid meeting Online)
GENERAL SUBJECT MATTER TO BE CONSIDERED: upcoming board projects
Join Zoom Meeting: <https://us02web.zoom.us/j/4024332462>
A copy of the agenda may be obtained by contacting: rdenapolibswcd2@gmail.com.

Florida Surplus Lines Service Office
The Florida Surplus Lines Service Office announces a public meeting to which all persons are invited.
DATE AND TIME: Tuesday, August 4, 2020, 9:00 a.m.
PLACE: Virtual Format. For access contact Georgie Barrett at gbarrett@fslso.com.
GENERAL SUBJECT MATTER TO BE CONSIDERED: Quarterly Business Meeting General Business Matters
A copy of the agenda may be obtained by contacting: Georgie Barrett at gbarrett@fslso.com.
Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 2 days before the workshop/meeting by contacting: Jennifer Mills at jmills@fslso.com or 1(800)562-4496, x101. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

Section VII
Notice of Petitions and Dispositions
Regarding Declaratory Statements

NONE

Section VIII
Notice of Petitions and Dispositions
Regarding the Validity of Rules

Notice of Petition for Administrative Determination has been filed with the Division of Administrative Hearings on the following rules:

NONE

Notice of Disposition of Petition for Administrative Determination has been filed with the Division of Administrative Hearings on the following rules:

NONE

Section IX
Notice of Petitions and Dispositions
Regarding Non-rule Policy Challenges

NONE

Section X
Announcements and Objection Reports of
the Joint Administrative Procedures
Committee

NONE

Section XI
Notices Regarding Bids, Proposals and
Purchasing

DEPARTMENT OF JUVENILE JUSTICE

“RFP 10685 – Public Meetings”

“RFP 10685 – The Department is seeking proposals to deliver the evidence-based curriculum Parenting with Love and Limits (PLL) as part of the Department’s Redirections program in Circuit 4 (Duval, Clay and Nassau Counties) in the North Region and Circuit 10 (Polk, Hardee and Highlands Counties) in the Central Region.”

All public meetings for this RFP are advertised on the Vendor Bid System at:

http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=153533.

DEPARTMENT OF MILITARY AFFAIRS
 219045 NTC Orlando Storm and Sanitary Improvement (ITB)
 STATE OF FLORIDA, DEPARTMENT OF MILITARY AFFAIRS

PUBLIC ANNOUNCEMENT
 INVITATION TO BID

Issuing Agency: Department of Military Affairs
 Project Number and Name: 219045 NTC Orlando Storm and Sanitary Improvements
 Project Location: 8385 Daetwyler Drive, Orlando, FL 32827-5014

Statement of Work: Installation of multiple storm water inlets to provide storm water conveyance to a new exfiltration system for the parking lot to prevent current drainage issues to the Armory building. The existing swale is to be reconstructed and concrete pad to be removed. Storm drains and inlets will be placed on the west side of the Armory building and connect to a proposed trench drain so the water runs off-site. Replacement of asphalt, concrete, vegetation and sod as necessary while maintaining access to buildings.

Installation of a new grease trap in order meet required elevation slope for sanitary system, approximately 160 LF of 8” PVC gravity main which replaces the existing 8” Clay main and 2 manholes. One manhole to replace current existing lift station and another to remove the existing manhole and replaced with proposed manhole. Replacement of fencing, asphalt, concrete, vegetation and sod as necessary while keeping site secured and maintaining access to buildings and equipment.

Estimated Construction Cost: \$341,000.00

Type of Contractor: General

Date of VBS Posting: July 6, 2020

Optional Site Visit Date: As stated on the Vendor Bid System
 Bid Opening Date: As stated on the Vendor Bid System (late bids will not be accepted)

Point Of Contact: Department of Military Affairs, CFMO Contract Management Office at (904)827-8544 or e-mail ng.fl.flarng.list.cfmo-contracting@mail.mil.

FOR COMPLETE INFORMATION AND SUBMISSION REQUIREMENTS PLEASE REFER TO THE MYFLORIDA.COM VENDOR BID SYSTEM AT: http://vbs.dms.state.fl.us/vbs/main_menu.

**Section XII
 Miscellaneous**

DEPARTMENT OF STATE

Index of Administrative Rules Filed with the Secretary of State Pursuant to subparagraph 120.55(1)(b)6. – 7., F.S., the below list of rules were filed in the Office of the Secretary of State

between 3:00 p.m., Friday, June 19, 2020 and 3:00 p.m., Thursday, June 25, 2020.

Rule No.	File Date	Effective Date
12AER20-6	6/22/2020	6/22/2020
53ER20-39	6/19/2020	6/19/2020
LIST OF RULES AWAITING EPA APPROVAL PURSUANT TO SECTION 373.4146 (2), FLORIDA STATUTES		
Rule No.	File Date	Effective Date
62-331.020	6/11/2020	**/**/*****
62-331.030	6/11/2020	**/**/*****
62-331.040	6/11/2020	**/**/*****
62-331.050	6/11/2020	**/**/*****
62-331.070	6/11/2020	**/**/*****
62-331.100	6/11/2020	**/**/*****
62-331.130	6/11/2020	**/**/*****
62-331.140	6/11/2020	**/**/*****
62-331.211	6/11/2020	**/**/*****
62-331.212	6/11/2020	**/**/*****
62-331.213	6/11/2020	**/**/*****
62-331.214	6/11/2020	**/**/*****
62-331.218	6/11/2020	**/**/*****
62-331.219	6/11/2020	**/**/*****
62-331.220	6/11/2020	**/**/*****
62-331.221	6/11/2020	**/**/*****
62-331.222	6/11/2020	**/**/*****
62-331.223	6/11/2020	**/**/*****
62-331.224	6/11/2020	**/**/*****
62-331.227	6/11/2020	**/**/*****
62-331.228	6/11/2020	**/**/*****
62-331.233	6/11/2020	**/**/*****
62-331.234	6/11/2020	**/**/*****
62-331.235	6/11/2020	**/**/*****

62-331.236	6/11/2020	**/**/*****
62-331.237	6/11/2020	**/**/*****
62-331.238	6/11/2020	**/**/*****
62-331.239	6/11/2020	**/**/*****
62-331.241	6/11/2020	**/**/*****
62-331.243	6/11/2020	**/**/*****
62-331.244	6/11/2020	**/**/*****
62-331.245	6/11/2020	**/**/*****
62-331.246	6/11/2020	**/**/*****
62-331.247	6/11/2020	**/**/*****
LIST OF RULES AWAITING LEGISLATIVE APPROVAL SECTIONS 120.541(3), 373.139(7) AND/OR 373.1391(6), FLORIDA STATUTES		
Rule No.	File Date	Effective Date
60FF1-5.009	7/21/2016	**/**/*****
60P-1.003	11/5/2019	**/**/*****
60P-2.002	11/5/2019	**/**/*****
60P-2.003	11/5/2019	**/**/*****
64B8-10.003	12/9/2015	**/**/*****

Section XIII
Index to Rules Filed During Preceding Week

NOTE: The above section will be published on Tuesday beginning October 2, 2012, unless Monday is a holiday, then it will be published on Wednesday of that week.