



## **Cash4Life Game Rules**

### **1. Name**

The name of this draw game is "Hoosier Lottery Cash4Life".

### **2. Incorporation by Reference**

The Cash4Life Official Game Rules, effective June 13, 2014 are hereby incorporated by reference and shall govern the conduct of the Hoosier Lottery Cash4Life game. The incorporated document is available for public view at [www.hoosierlottery.com](http://www.hoosierlottery.com) and copies may be obtained by request mailed to the offices of the State Lottery Commission of Indiana at 1302 N. Meridian St., Indianapolis, IN 46202. In the event of a conflict between any provisions in the Cash4Life Official Game Rules, these Game Rules and the Indiana statutes and regulations that govern the Lottery, the Indiana statutes and regulations shall control.

### **4. Definitions**

(a) The definitions in Indiana Code 4-30, 65 IAC apply throughout these game rules.

### **5. Life Annuity Requirements and Restrictions**

(a) Prior to the release of the first payment of the Deferred Annuity Portion, the Hoosier Lottery will send an affidavit letter to the Annuitant requesting proof of life. The purpose of the affidavit letter is to verify the Annuitant's natural life. The Annuitant shall sign the affidavit letter and the letter shall bear the seal of a notary public. A proof of life affidavit letter will be sent to the Annuitant each subsequent year prior to the next scheduled installment payment. If Annuitant fails to provide a signed and notarized affidavit letter, the Hoosier Lottery shall not make any further Deferred Annuity Portion payments. However, when, in the Director's sole discretion, the facts underlying an Annuitant's failure to provide a completed annual affidavit letter are reasonable, the Deferred Annuity Portion payments may resume. No interest shall be paid by the Hoosier Lottery on the value of the Prize or any payment thereof during any period that a prize payment was not made due to the failure of the Annuitant to provide an affidavit letter.

(b) It shall be the winner's responsibility to provide the Hoosier Lottery any updated address information to which Prize installments will be mailed.

(c) Each Jackpot Prize Annuity claimant or Second Level Prize Annuity claimant will have their prize(s) in annual annuity installments for their Measuring Life, or for the twenty (20) year term of the Guaranteed Annuity Portion, whichever is longer. If claimant becomes deceased prior to the twenty (20) year minimum, the residual balance will be transferred to the claimant's estate per Commission policies as a lump sum equivalent to the market value of the annuity amount as established by the Commission.

### **6. Assignment of Annuities**

(a) If an Annuitant assigns any or all portions of their prize in accordance with IC 34-28-9.2, the party or parties which own the right to Deferred Annuity Portion payments must provide proof of the Annuitant's natural life in accordance with Section 3 above to receive the assigned payment. It shall be the responsibility of the party whom owns the rights to the payments to provide the Hoosier Lottery with the affidavit letter. No interest shall be paid by the Hoosier Lottery on the value of the Prize or any payment thereof during any period that a prize payment was not made due to the failure of the party or parties to provide an affidavit letter.

#### **7. Payment options; prize liability limitation; player election**

(a) A Jackpot Prizewinner shall have sixty (60) days from the day the Prizewinner files a claim or a share thereof to select a payment option. The election must be in writing and on a form authorized by the Commission. An election under this subsection cannot be revoked, withdrawn, or otherwise modified. The election of the Prize Claimant shall apply to all Prize winners of that Jackpot Prize.

(b) If a Prizewinner fails to select a payment option, the Jackpot Prize amount shall be paid out in a single lump sum payment.

(c) The Director may, in the Director's discretion and despite the player's selection, require a single lump sum payment if the winnings pool is insufficient to obtain securities for an annuity payment stream at a reasonable cost.

#### **8. Limitation of liability**

(a) All liability of:

- (1) Cash4Life Party Lotteries and their members, officers, directors, and employees;
- (2) the Commission, the director, and the employees of the Commission; and
- (3) IGT, its subsidiaries, and employees;

for any prize in Cash4Life terminates upon payment of the prize or upon the expiration of one hundred eighty (180) days after the date of the Cash4Life selection event in which the prize was won.

#### **9. Compliance with law; jurisdiction**

(a) A purchaser of a Hoosier Lottery Cash4Life ticket:

(1) agrees to comply with and abide by all applicable Indiana laws, rules, regulations, procedures, decisions, directives, and determinations of the Commission or the director; and

(2) shall be bound to all applicable provisions in the Cash4Life Finance and Operations Procedures.

(b) Litigation regarding any Hoosier Lottery Cash4Life ticket shall only be maintained within Indiana. Nothing in this rule shall be construed as a waiver of any defense or claim the Hoosier Lottery or IGT may have in the event a player pursues litigation against officers, subsidiaries, or employees of the Hoosier Lottery or IGT.

(c) All decisions made by the Hoosier Lottery, including the declaration of prizes and the payment thereof and the interpretation of Cash4Life Rules, shall be final and binding on all purchasers and on every person making a claim in respect thereof, but only in the jurisdiction where the Cash4Life ticket was issued.

#### **10. Effectiveness**

These game rules are effective as of Sept. 7<sup>th</sup>, 2016

**Approved:**

By: Carrie B. Stroud Date: 9/7/2016  
Carrie B. Stroud  
Chief of Staff, State Lottery Commission of Indiana