



Retailer Policy Manual

INTRODUCTION

The Hoosier Lottery (“Lottery”) relies upon a network of quality Retailers selling Lottery Products throughout the State of Indiana. The Lottery is committed to building and supporting this Retailer network to operate in a manner that maximizes contributions to good causes and honors the dignity of the State and the welfare of its citizens. The Lottery is also committed to maintaining a business-friendly framework, so that Retailers and the Lottery can be successful. The policies and procedures within this Retailer Policy Manual (“Manual”) provide a framework and foster sound organizational management and the exercise of good judgment while maintaining the highest standards, including paying particular attention to the sensitive nature of a state-conducted Lottery and its public image and social implications.

FRAMEWORK AND STRUCTURE

The capitalized terms not defined in this Manual shall have the meanings given to them in IC 4-30, 65 IAC, and/or any Retailer Agreement into which the requirements and provisions of this Manual are incorporated by reference. ~~Other capitalized terms used in this Manual are defined in the context in which they are used and shall have the meanings given to them in this Manual.~~

Whenever “approval,” “authorization,” “permission,” “notice,” “direction,” or any similar action is recited or described in this Manual as any action that may be (or is required to be) taken by the Lottery, then such actions:

(a) must be carried out by the Director or the Director’s designee (which may be an authorized Vendor of the Lottery); (b) are in the discretion of the Lottery; and (c) shall be in writing and given prior to the Retailer taking any action in reliance upon such Lottery authorized action.

Unless the designation is made in any blanket designations from time to time attached to this Manual, in order to be so designated by the Director and relied upon by a Retailer, the Director shall have in a writing designated either (i) a particular person or (ii) a person that has a designated employment title for the Lottery or its authorized Vendor (e.g., Director of Security for the Lottery, Sales Manager for IGT Indiana, LLC).

This Manual is expected to evolve over time and is a supplement to the Retailer Agreement between the Lottery and each Retailer. The Lottery, at its sole discretion, may amend this Manual from time to time. The most current version of the Manual shall be published at <http://www.hoosierlottery.com/retailers>. This Manual is not intended to be an all-inclusive document. The Lottery may, at its sole discretion, separately create and publish additional policies, procedures, forms and/or directives that are applicable to Retailers and which are intended to support this Manual.

A. R Retailer Code of Conduct

1) Retailers Shall:

- a. Receive and sell Tickets only in the manner prescribed by the Lottery and at the prices established by the Lottery;
- b. Be responsible and liable to the Lottery for any and all Tickets accepted or generated by an employee or agent of the Retailer;
- c. Comply with schedules established by the Lottery concerning Ticket activations, last date to sell, last date to redeem, and last date to return Tickets;
- d. Use a Lottery insignia, logo, trademark, service mark or name of any Lottery Game only with the Lottery’s approval for each instance;
- e. Report to the Lottery immediately any knowledge of unlawful or suspicious activities or other improprieties that concern any Lottery Game, any sale of Tickets, or otherwise affect the operation or integrity of the Lottery;
- f. Upon discovery of any theft or loss of (or any destruction or damage to) any Tickets or related Lottery Game supplies or equipment issued to Retailer by the Lottery: (i) immediately notify the Lottery by calling the Stolen Ticket Hotline at 800-695-6886; and (ii) take all reasonable steps to protect the remaining Tickets and related Lottery Game supplies and equipment from further damage or loss;
- g. Upon discovery of any theft of (or any intentional or malicious destruction to) any Tickets or related Lottery Game supplies or equipment issued to Retailer by the Lottery, immediately notify local law enforcement agencies;
- h. Fully cooperate with Lottery employees, Lottery agents, or law enforcement agencies in the investigation of lost, stolen, altered, or counterfeit Tickets and with respect to any administrative proceeding or lawsuit arising out of the sale, validation, or redemption of any Tickets, which cooperation may also include providing the Lottery with any video and/or audio evidence available;
- i. Adopt and enforce reasonable safeguards to assure that it will not sell Tickets to persons under the age of eighteen (18) years. The sale of a Ticket to a minor may subject Retailer to criminal prosecution;
- j. Maintain the confidentiality of Lottery validation processes and related data or information on terminal operations and functions;

- k. Direct players with disputes or grievances about Tickets to contact the Lottery for review;
 - l. Make available all Tickets and related Lottery Game supplies and equipment for inspection by the Lottery and its authorized Vendors, as requested by the Lottery, to ensure that Tickets and related Lottery Game supplies and equipment are not defaced, scratched, marked, or otherwise lacking in integrity, and that Lottery equipment is in proper working order. The Lottery recognizes retailers conduct other business activities at the selling location, and any inspection or investigation conducted by Lottery will be conducted in a manner meant to avoid unnecessary interference with the Retailer's business activities;
 - m. Achieve, within ninety (90) days of being notified by the Lottery, all minimum sales requirements established by the Lottery;
 - n. Upon revocation or termination of a Certificate of Authority, return all Tickets and related Lottery Game supplies and equipment in Retailer's possession as directed by the Lottery; and
 - o. Upon request of the Director, submit to the Lottery an audit report conducted by an independent certified public accountant regarding the Retailer's Lottery-related activities. Retailer shall be responsible for the cost of up to one (1) such audit during any one (1) term of a Certificate of Authority;
 - p. Owners, employees of Lottery Retailers, and relatives living in the same household with an owner or employee must make such relationship known when claiming a prize at any Hoosier Lottery office and understand that their prize claim may be subject to a detailed security investigation;
 - q. Provide high-quality, respectful service to all Lottery players, and provide answers to reasonable player questions, or refer the player to Hoosier Lottery customer service;
 - r. Encourage consumers to sign the back of any Ticket upon purchase ; and
 - s. Make Lottery information on responsible gaming available to players or any individual who inquiries about responsible gaming.
 - t. Submit renewal paperwork at least 30 days prior to their license expiration date or risk service interruption upon contract expiration date.
- b. Purchase tickets from any store licensed under their corporate chain agreement. Retailers may purchase tickets for an internal company event directly from the Lottery or another retailer.
 - c. Extend credit or lend money for the purchase of a Ticket. This does not restrict a Retailer's right to sell Tickets by accepting credit or debit cards issued by a bank, savings association, credit union, or credit card company;
 - d. Display or publish Lottery-related material(s) which may be considered derogatory or adverse to the operation or dignity of the Lottery or the State of Indiana, or fail to remove any such material(s) immediately upon request of the Lottery;
 - e. Deliver a Ticket to a customer at a location other than the location specified on the Retailer's Certificate(s) of Authority, unless granted explicit permission by the Lottery;
 - f. Accept the return of a purchased Ticket from a purchaser except as provided in the rules, regulations, policies, or procedures of the Lottery or with the Lottery's approval; or
 - g. Enter into any agreement or arrangement to give preference in the sale of Tickets to a purchaser based on the number of Tickets sold or to be sold to that purchaser; and
 - h. Print Draw Game Tickets prior to the time of purchase or sell printed Draw Game Tickets after the time of the selected drawing. Tickets shall only be printed at the time of purchase on behalf of the purchaser, unless granted explicit permission by the Lottery.
 - i. Allow anyone under the age of eighteen (18) years to sell a Ticket to a customer.

B. SCRATCH-OFF GAMES

- 1) **Ordering and Receiving Scratch-off Game Tickets**
 - a. Retailers shall provide the Lottery with the name of one or more persons who are authorized to request and receive delivery of Scratch-off Game Tickets at each sales location.
 - b. Retailers shall account for all Scratch-off Game Tickets provided by the Lottery.
 - c. Retailers shall accept and sell only Scratch-off Game Tickets received from an authorized Lottery representative.
 - 2) **Selling Scratch-off Game Tickets**
 - a. Retailers shall stock and maintain an adequate Scratch-Off Game Ticket inventory in Lottery provided or approved Ticket dispensers, which shall be displayed near a cash register, customer service desk, or other final point of purchase at Retailer's sales location.
 - b. Retailers are responsible for all money they collect from Scratch-off Game Ticket sales. Money collected from Scratch-off Game Ticket sales shall be deposited promptly and shall be available on the day of collection designated by the Lottery.
 - c. Unless approved by the Lottery, Retailers shall sell Scratch-off Game Tickets only from the location to which those Tickets were delivered to the Retailer by the Lottery.
- 2) **Retailers Shall Not:**
 - a. Permit anyone holding an ownership interest in the Retailer or anyone employed by the Retailer to purchase a Ticket at the location where the owner or employee is authorized to sell or redeem Tickets. This restriction also applies to any relative living in the same household with anyone holding an ownership interest in the Retailer and any relative living in the same household with an employee of the Retailer. An owner or employee is considered authorized to sell or redeem Tickets at any Retailer location where the owner or employee is regularly assigned work responsibilities;

3) Returning Scratch-Off Tickets

- a. Retailers may return opened and unopened Scratch-off Game Ticket packages (“Packs”) to the Lottery for credit against liability owed, or for a refund, if approved by the Lottery. Inventory remaining in **Lottery** Retailers after the Last Return Date is no longer eligible for return or credit.
- b. The Lottery will not authorize a credit or a refund for returned Scratch-off Game Tickets that have been defaced, previously scratched, or otherwise played or damaged in any way.

4) Theft, Loss or Damage

- a. Retailers shall not sell any Scratch-off Game Tickets that have been defaced or damaged in any way or had the latex coating scratched in anyway.
- b. In the event Scratch-off Game Tickets are stolen from a Retailer, Retailer may petition the Lottery for either a refund or a credit against liability owed for the stolen Ticket inventory. The Lottery may award the refund or credit at its sole discretion. A Retailer is not eligible for a credit or refund if it: (i) failed to immediately notify the Lottery’s division of security of the theft; (ii) failed to maintain Ticket inventory records that are adequate to reasonably identify or account for the stolen Tickets; or (iii) receives or retains any other compensation for the loss of the stolen Tickets whether by restitution, a claim on an insurance policy, or by any other form of indemnity.
- c. A Retailer may petition the Lottery for either a refund or a credit against liability owed for Ticket inventory that is lost, damaged, or destroyed by fire, flood, earthquake or similar hazard. The Lottery may award the refund or credit at its sole discretion.
- d. If a Retailer becomes ineligible to receive a refund or credit for stolen Tickets, Retailer shall reimburse the Lottery for any credit or refund already received from the Lottery.

3) Theft, Loss or Damage

- a. Retailers shall not sell any Draw Game Tickets that have been defaced or damaged in any way.
- b. In the event Draw Game Tickets are damaged or mis-cut, the Retailer may petition the Lottery for either a refund or credit against liability owed. The Lottery may award the refund or credit at its sole discretion.

D. TICKET REDEMPTIONS AND PRIZE PAYMENTS

1) General Expectations

Retailers capable of redeeming winning Tickets shall:

- a. Redeem all winning Tickets with prizes less than or equal to \$25 regardless of where the winning Ticket was sold;
- b. At their own discretion, redeem Tickets with prizes up to and including \$599; and
- c. Inform Ticket holders with prizes over \$599 that claims can be made through the mail (detailed instructions available on the Lottery’s website) or by taking the Ticket to one of the Lottery’s regional offices (Mishawaka, Indianapolis Headquarters, or Evansville). Prizes over \$50,000 must be redeemed at the Lottery headquarters in Indianapolis.
- d. Tickets that cannot be redeemed in store due to prize amount must be returned to the ticket holder; a claims receipt is not valid for prize payment.

2) Validating Tickets and Paying Prizes

- a. Retailers shall neither receive any winning Ticket from a player nor provide compensation for a winning Ticket to a player except when redeeming a prize in accordance with this Manual, the Retailer Agreement, the applicable Game Rules, and the Governing Laws. Retailers shall validate all winning Tickets by using the bar code reader provided by the Lottery.
- b. Retailers shall not pay prizes to anyone under **eighteen (18)** years of age. The Lottery, however, is able to pay prizes to persons under **eighteen (18)** years of age in certain circumstances, so Retailers should refer Ticket holders to one of the Lottery’s regional offices if there are any questions about this age restriction.
- c. Upon the presentation of a winning Ticket, Retailers shall verify that the Ticket is visually consistent with the features of a winning Ticket and examine it for any alterations. Retailers shall not attempt to validate a Ticket that appears altered, torn, misprinted, illegible, or damaged. Retailers shall immediately refer such Tickets to the Lottery.
- d. Retailers shall pay prizes of \$25 or less in cash or new Tickets, as requested by the Ticket holder.
- e. Retailers have discretion to pay prizes over \$25, but not exceeding \$599, and may use any combination of cash, check, money order, or new Tickets, so long as the Ticket holder agrees.

C. DRAW GAMES

1) Selling Draw Game Tickets

- a. Unless granted an exception by the Lottery, all Retailers shall provide space for a free-standing play center that is adequately supplied at all times a Retailer is open for business with Play Slips, pencils, and brochures.
- b. Retailers shall only accept Play Slips authorized by the Lottery and clearly and legibly marked.
- c. Retailers shall promptly deface any canceled Tickets by marking, shredding, tearing the Ticket in multiple pieces, or punching a hole through a canceled Ticket.

2) Maintaining Equipment

Retailer shall promptly replenish Ticket stock, and Play Slips, clear paper jams, and perform other routine maintenance as necessary to avoid interruptions in services at the Retailer’s location.

- f. Any non-cash prize which a Retailer is authorized to deliver shall be delivered in the manner required by the applicable Game Rules or as specified by the Director.
- g. Any Retailer not following Lottery procedures for validating a Ticket (e.g., a Retailer that “sight verifies” rather than using the Lottery terminal to check the status of a Ticket) is solely responsible for any improper or duplicate payment made by Retailer.

3) **Defacing Redeemed Tickets**

Upon payment of a prize, the Retailer shall deface the winning Ticket by marking it paid, shredding or tearing the Ticket in multiple pieces, or punching a hole through the Ticket.

E. MARKETING SUPPORT AND PROMOTIONS

1) **Point of Sale Materials**

Retailers shall reasonably and conspicuously display and maintain any point of sale materials, hardware, and other game-related information provided by the Lottery. Any point-of-sale Materials, hardware, and other game related Information not provided by the Lottery must be approved prior to display.

2) **Lottery-Sponsored Promotions**

If Retailer participates in Lottery-sponsored promotions, Retailer shall abide by promotion rules and procedures published by the Lottery, including those requiring that Lottery-provided rewards intended for Retailer employees be distributed to such employees.

3) **Retailer-Sponsored Promotions**

Retailers may promote the sale of Tickets without the direct participation of the Lottery so long as the Retailer first obtains the Lottery’s approval and agrees to abide by the internal controls established or approved by the Lottery. The Lottery may revoke permission **at any time** or place additional restrictions on a Retailer sponsored promotion **at any time** by giving notice to the Retailer. Any promotional activity conducted by a Retailer must be consistent with the dignity and integrity of the State of Indiana and in compliance with the Lottery’s advertising standards.

4) **Retailer Grievances Regarding Promotions**

If a Retailer has a complaint regarding a promotion authorized by the Lottery and conducted by another Retailer, the complaint must be in writing and be delivered to the Executive Director within ten (10) days of the conclusion of the promotion. Complaints must provide a brief description of the promotion and the factual basis for alleging that the complaining Retailer is aggrieved or adversely affected by the promotion. The Executive Director will respond in writing to submitted complaints within a reasonable time. The only remedies available to an aggrieved Retailer are: (i) the revocation of approval of the subject promotion; (ii) reformation of the subject promotion; (iii) imposition of new conditions on the promotion by the Lottery; or (iv) denial of approval of the same or similar promotions permanently or for a period of time.

F. PROVIDED EQUIPMENT

1) **Ownership**

All equipment provided to Retailer by the Lottery or its authorized Vendor remains the property of the Lottery or its authorized Vendor, and Retailer shall acquire no interest whatsoever in said equipment.

2) **Care and Maintenance**

Retailers Shall:

- a. Provide space for both the equipment and the electrical and telecommunication service that the Lottery may require for operation of the equipment, at a location on the Retailer’s premises approved by the Lottery;
- b. Pay all costs associated with any and all modifications to the Retailer’s telecommunications systems and other facilities which are reasonably necessary to facilitate the installation, operation, and maintenance of any Lottery related equipment;
- d. Properly care for the equipment at the Retailer’s location and reasonably safeguard against damage to or theft of the equipment;
- e. Have one or more individuals from each business location attend and successfully complete all training programs prescribed by the Lottery for the operation of Lottery equipment;
- f. Refrain from attempting to perform any mechanical or electrical maintenance or repairs on the equipment at the Retailer’s location except as authorized by the Lottery;
- g. Pay or reimburse Lottery for costs and expenses associated with damaged or lost equipment and associated peripherals issued to the Retailer by the Lottery, including any locking mechanism and keys, regardless of whether the loss or damage is caused directly or indirectly by the Retailer; and
- h. Cooperate with, assist, and facilitate the maintenance, repair, or operation of the equipment by reasonably responding to requests for information or sales data and providing reasonable access to the Retailer’s premises to employees of the Lottery, the equipment manufacturer, or other persons designated by the Lottery to service the equipment at the Retailer’s location. The premises shall include any location where Tickets are sold or any other location under the control of the Retailer where the Director may have good cause to believe Lottery materials, equipment, or Tickets are stored or kept.

3) **Self-Service Ticket Vending Machines**

If the Lottery provides to a Retailer a self-service Ticket vending machine ("Vending Machine"), the Retailer shall:

- a. Keep the Vending Machine loaded and operational at all times while Retailer is open for business;
- b. Make a sales location manager and at least two (2) other employees available for such training as the Lottery and the Vending Machine manufacturer deem necessary at the time of installation. The training will be scheduled with forty-eight (48) hours advance notice and at such times and places as the Lottery may require;
- c. Unless the sales location is restricted to persons age eighteen (18) or over, or the Vending Machine includes age verification technology; place the Vending Machine at a site within its sales location, subject to the Lottery's approval, within sight of a customer service area or at least two (2) always-open checkout stations, depending upon the nature and layout of the sales location;
- d. Maintain a remote control shut-off device provided by the Lottery for purposes of prohibiting the operation of the Vending Machine by any person under the age of eighteen (18) years;
- e. Report to the Lottery all problems with the Vending Machine as soon as Retailer recognizes that it cannot solve or cure the problem; and
- f. Make keys available upon request to Lottery employees for the Ticket inventory area (but not for the cash box area) of the Vending Machine.

- d. Notify the Lottery in writing at least thirty (30) days in advance of its intent to change the EFT account it uses for Lottery transactions; and
- e. Ensure that funds are timely deposited in the designated EFT account for scheduled transfers.

3) **Settlement**

- a. Retailers shall settle accounts with the Lottery, including any fees associated with delinquent payments or liquidated damages, on a weekly basis by electronic transfer initiated by the Lottery.
- b. The Retailer may use its business operating bank account or a separate bank account for Lottery purposes.
- c. Retailers shall select between two options for purposes of settling Packs, and can switch options a maximum of once per calendar year. Retailers shall also have the ability to manually trigger Pack settlement, regardless of which option they select. Active Packs that are returned by the Retailer for credit will be settled upon return.
- d. Option A: Packs settle 21 days after activation.
- e. Option B: Packs settle 45 days after activation, or after the Pack is 90% validated, whichever comes first.
- f. If a Retailer payment is dishonored or a Retailer fails to make timely payment of any amount owed to the Lottery for any reason, the Lottery may: (i) impose a \$50 delinquency charge; (ii) charge simple interest on the amount due from the designated day of collection to the day of payment at the rate of twelve percent (12%) per annum; and/or (iii) require all future Retailer payments be made by money order or certified check.
- g. The Lottery may deactivate Lottery equipment at any sales location of a Retailer until all debts are paid in full.

G. ACCOUNTING AND PAYMENTS TO LOTTERY

1) **Record Retention**

Retailers Shall:

- a. Maintain and retain financial and accounting records of all Lottery transactions for three years from the date of the transaction; and
- b. Make any and all Lottery-related books, documents, papers, and records available for inspection, review, and copying at any time requested by the Lottery or its representatives.

2) **Bank Accounts**

Retailers Shall:

- a. Hold in trust, unencumbered, all money received from the sale of Tickets, less the amount retained as Retailer's commission and the amount paid out as prizes, until delivery or electronic transfer of those funds to the Lottery;
- b. Establish and maintain an Electronic Funds Transfer (EFT) account for the purpose of receiving money from Ticket sales, making payments to the Lottery, and receiving payments from the Lottery;
- c. Provide any and all information the Lottery may require to conduct an EFT transaction with Retailer;

4) **Application and Renewal Fees**

- a. Retailers must pay a non-refundable \$100 application fee when applying for a Certificate of Authority.
- b. Retailers must pay a non-refundable \$50 renewal fee when renewing an existing Certificate of Authority.

5) **Duplicate Certificate of Authority**

If a licensed Retailer requires a duplicate or amended Certificate of Authority, the Retailer shall pay the Lottery a \$10 fee prior to a duplicate or amended Certificate of Authority being issued.

6) **Weekly Service Charge**

Retailers shall pay a minimum \$10 weekly service charge to the Lottery for each sales location using a traditional Terminal. The Lottery may implement additional weekly service charges for Retailers not meeting established minimum sales thresholds.

H. RETAILER COMMISSIONS AND INCENTIVES

Consistent with the remainder of this Manual, Retailer commissions and incentives may be changed by the Lottery, at its sole discretion.

1) Sales Commissions

Retailers will receive 6% sales commission for each Ticket sold at their authorized sales location(s), including those sold through Vending Machines.

2) Cashing Commissions

Retailers will receive 1% of the cash value of the prize for each winning Ticket they redeem at their authorized sales location(s) in a manner consistent with Section D.1 of this Manual, regardless of where the winning Ticket was sold.

3) Performance-Based Incentives

In addition to sales commission and cashing commission, the Lottery will periodically design and offer financial incentive programs for Retailers. Retailers in good standing with the Lottery are eligible to participate in an incentive program only as assigned by the Lottery. Incentive programs may be customized to individual Retailers or locations based on performance, anticipated sales growth opportunity, or other factors relevant to maximizing the Lottery's efficiency and economic benefit. Incentive program opportunities may be communicated with Retailers via e-mail, by fliers inserted in instant ticket orders, at www.hoosierlottery.com/retailers, or by Lottery sales representatives or other agents.

4) Big Prize Bonus

Retailers that sell a winning ticket for the draw game prize tiers listed below will receive 1% of the cash value of the prize awarded (up to a maximum of \$100,000 per ticket sold). If multiple retailers sell a winning ticket for the same draw game in the same selection event draw period, each will receive an corresponding proportion of the equal bonus with the total paid by the Lottery, not to exceed the \$100,000 maximum.

a. Powerball Jackpot

match all five (5) winning white balls and the winning red Powerball

b. Powerball 2nd Prize

match all five (5) winning white balls without matching the winning red Powerball

c. Mega Millions Jackpot

match all five (5) winning white balls and the winning yellow Mega Ball

d. Mega Millions 2nd Prize

match all five (5) winning white balls without matching the winning yellow Mega Ball

e. Hoosier Lotto Jackpot

match all six (6) winning numbers

f. Hoosier Lotto +PLUS

match all six (6) winning numbers

g. Cash 5 Jackpot

match all five (5) winning numbers

h. Quick Draw Top Prize

match all ten (10) winning numbers

5). Other Top Prize Bonuses

Retailers that sell a winning ticket for the following draw game top prizes will receive a bonus as listed below with the specific top prize.

a. Cash4Life®

match all five (5) winning numbers and the Cash Ball. Maximum bonus amount will be \$20,000 paid to all retailers who sell a winning ticket(s)

b. Cash4Life®

match all five (5) winning numbers without winning the Cash Ball. Maximum bonus amount will be \$5,000 paid to all retailers who sell a winning ticket(s).