Title of Regulation: 11 VAC 5-31-10 et seq. Licensing Regulations.
The forms used in administering 11 VAC 5-31-10 et seq., Licensing Regulations, are listed below. The forms are available for public inspection at the State Lottery Department, 900 East Main Street, Richmond, Virginia, or at the office of the Registrar of Regulations, General Assembly Building, 910 Capitol Square, 2nd Floor, Richmond, Virginia.

Retailer License Application, SLD-0062 (rev. 8/97).
Retailer Location Form, SLD-0055 (rev. 3/99).
Personal Data Form, SLD-0061 (rev. 4/99).
On-Line Game Survey, SLD-0120.
Licensed Retailer Certificate (rev. 9/94).
Instant Ticket Game/Contest Product Licensing Application (rev. 7/96).
Retailer Contract (rev. 12/99).
Retailer Contract Addendum (rev. 12/00).
Authorization Agreement for Preauthorized Payments, SLD-0035A.
A/R Online Accounting Transaction Form, X-0105 (eff. 11/00).
Retailer Activity Form, SLD-0081 (rev. 2/95).
On-Line Weekly Settlement Envelope, SLD-0127.
Cash Tickets Envelope, SLD-0125.
Cancelled Tickets Envelope, SLD-0124.
Ticket Problem Report, SLD-0017 (eff. 9/92).
Weekly Settlement Form, SLD-0128 (eff. 2/89).



## disclosure statement (Read Carefully)

I, the undersigned, do hereby certify that I have not knowingly made a false statement of material fact on this application and that I have read and understand the License Terms and Conditions on the back of the License Application. If the Lottery issues a license pursuant to this application, the State Lottery Department and I will be bound by all the requirements contained in the License Terms and conditions. I understand that untruthful or misleading answers are cause for denial of the application and/or termination of any lottery license. I further understand that whoever knowingly and willfully falsifies, conceals, or misrepresents a material fact or who knowingly or willfully makes a false, fictitious or fraudulent statement or representation in any application for licensure to the State Lottery Department for lottery sales agent shall be guilty of a Class 1 misdemeanor. I authorize the State Lottery Department and/or the Department of State Police to investigate any or all matters set forth in this Retailer License Application pursuant to 58.14009 of the Code of Virginia including but not limited to financial records, financial sources, state tax records and criminal history. I understand that further information may be requested of me in regard to this investigation. I waive any rights or causes of action, based upon disclosure of otherwise confidential information, that I may have against the State Lottery Department, the Department of State Police and/or any other individual or agency disclosing or releasing such information to the State Lottery Department or the Department of State Police.

|  | TYPE OR PRINT NAME |  | TITLE |
| :--- | :--- | :--- | :--- | :--- |
| SLD. 0061 (Rev: 4/99) | SIGNATURE |  | DATE |

## VIRGINIA LOTTERY

LICENSED
RETAILER


BY AUTHORITY OF
THE STATE LOTTERY LAW OF 1987, AS AMENDED,
THE ABOVED-NAMED RETAIIER IS DULY AUTHORIZED AS
indicated TO sell !ottery tickets in vipginia
ON-LINE AND INSTANT GAME TICKETS

THIS CERTIFICATE MUST BE PROMINENTLY DISPLAYED AT ALL TIMES

REV 9/94


PENELOPE W. KYTE
DIRECTOR, VIRGINIA LOTTERY
NON-TRANSFERABLE


1. DO NOT DESTROY CERTIFICATE OR IDENTIFICATION CARD.
2. Carefully detach along perforated ines.
3. Display certificate in a PROMINENT P! ACE in your business location.
4. Identification card MUST be presented when purchasing or accepting tickets.
5. If retailer authorization is suspended, revoked or veluntarily discontinued, you must return the certificate, identification card and stamp to he Loitery.

## VIRGINIA LOTTERY

 ON-LINE GAME SURVEY

## Virginia Lottery

Instant Ticket Game/Contest Product Licensing Application

Instructions: Complete the application. Send all application materials to: Virginia Lottery Security Department; Instant Game Application Materials; 900 East Main Street; Richmond, Virginia 23219. An incomplete application will not be considered for licensing. The Virginia Lottery reserves the right to request any additional information as needed. Allow thirty (30) days for processing.

## General Information

Name of Retail Establishment: $\qquad$ Type of Business: $\qquad$ Are you a Virginia Lottery Retailer? Yes $\qquad$ No $\qquad$ Virginia Lottery Retailer \# $\qquad$
Phone: ( $\qquad$ ) $\qquad$ Fax: $\qquad$ ) $\qquad$
Address: $\qquad$
City: $\qquad$ State: $\qquad$ Zip Code: $\qquad$
Contact Person: $\qquad$ Phone: $\qquad$ )

## Instant Game/Contest Information

Dates of the Promotion: From $\qquad$ 19 $\qquad$ To $\qquad$ 19 $\qquad$
Expected number of Virginia locations participating in promotion: $\qquad$
Description of Product(s) to be sold with promotion: $\qquad$

Estimated Value of Product(s): \$ $\qquad$
Please attach the following items to the application:

- At least two (2) color samples of - Where to obtain a list of winners instant ticket game/contest
- Game/contest rules
- Prize structure/odds of game/contest

Certification: All information contained on this application and attached documents is complete and accurate.
Print Name: $\qquad$ Title: $\qquad$
Signature: $\qquad$ Date: $\qquad$

# VIRGINIA LOTTERY <br> RETAILER CONTRACT 



This Contract ("Contract"), by and between the Commonwealth of Virginia, acting by and through the State Lottery Department ("Lottery"), and the retailer named above ("Retailer") (together, the "Parties") made as of the later date shown beside the Parties' signatures below, specifies the terms and conditions which shall exist during the term of this Contract. Except as otherwise provided herein, this Contract supersedes any prior agreement, representation or understanding between the Parties regarding the subject matter set out herein.

## A. Term and Renewal

Unless earlier terminated, the term of this Contract shall begin as of the date made and shall remain in effect for a period of one (1) year and be automatically renewed annually for an additional one (1) year period unless notice of cancellation is provided by the Lottery in its sole discretion.

## B. Termination

This Contract may be terminated by Retailer upon thirty (30) days prior written notice to the Lottery. This Contract and Retailer's license may be terminated, canceled, revoked or suspended by the Lottery, in the Director's sole discretion, upon written notice to the Retailer or upon Retailer's failure to meet the minimum average on-line sales requirement published from time to time in the Retailers Manual which is incorporated herein by reference, provided, however, that Retailer shall be entitled to a hearing on such termination, cancellation, revocation or suspension if, and to the extent, provided by Lottery statues and regulations.
C. General Retailer Responsibilities

The Retailer shall be responsible for:
(1) fulfilling the obligations and adhering to the prohibitions denoted in the Retailer License Application.
(2) complying with all Lottery statutes, regulations, rules for specific Lottery games, and all other applicable laws, rules, directives, orders and instructions, including adopting safeguards to assure that it will not sell lottery tickets or pay prizes to persons under the age of 18 years;
(3) meeting the Lottery's minimum average on-line sales requirement for each Retailer business location as the minimum sales requirement may be published from time to time in the Retailers Manual, which is incorporated herein by reference, and the Retailer understands that its failure
to meet the minimum sales requirement may result in the termination of this Contract, the revocation of its lottery on line license, and/or the removal of the terminal(s);
(4) obtaining a surety bond, through a company licensed to conduct business in Virginia, in an amount determined by the Lottery and promptly providing proof of bonding to the Lottery;
(5) completing and mailing to the Lottery an Authorized Agreement for Pre-authorized Payment form;
(6) ensuring that proper funds are timely deposited in a designated Lottery Trust account for scheduled EFT transfer;
(7) paying promptly all amounts owing under this Contract;
(8) taking reports for the purposes of settlement;
(9) posting, or otherwise displaying in prominent locations agreed to by the Lottery, all required Point of Sale materials;
(10) maintaining an adequate instant ticket inventory and accounting to the Lottery for all proceeds from sales;
(11) paying cash prizes of up to and including $\$ 600$;
(12) complying with all applicable federal and state laws, including the Americans with Disabilities Act, and by executing this Contract the Retailer certifies that to the best of its knowledge it is in compliance with all such laws;
(13) notifying the Lottery in writing not less than 30 days prior to any change of ownership or lease of Retailers business and/or premises;
(14) repairing or replacing, at Retailer's expense, any Lottery provided Equipment, machines or parts thereof which are or become missing or damaged due to theft, neglect or abuse, whether by the Retailer or a third party;
(15) agreeing to pay the Lottery's expenses incurred, including reasonable attorney's fees, in the event the Lottery should have to initiate legal proceedings to enforce any provision of this Contract or to collect any amount due and owing, which obligation shall survive termination or expiration of this Contract; and
(16) notifying the Lottery promptly of, and no less than 30 days before, any proposed change in Retailer's (a) federal tax identification number, (b) number or identity of control persons associated with the business, or (c) form of ownership or operation of the business, or any proposed sale or closing of Retailer's business.
D. Retailer Responsibilities for Equipment (Generally)

The Lottery will provide the Retailer Equipment necessary and appropriate to the Retailer's sales status as determined by the Retailers license. Lottery provided Equipment may include, but shall not be limited to: SciScan Scratch Ticket Validation Device(s), Verifone Printer(s), On-line Game Retailer Terminal(s), On-line Game Self Service Terminal(s), Instant Ticket Vending Machine(s), and Lottery Play Center(s). The Retailer shall be responsible for:
(1) maintaining the Equipment in a safe and secure area protected from the elements, abuse, and theft;
(2) providing space (floor, counter, etc.), as the Lottery deems appropriate, for all Lottery Equipment;
(3) ensuring that all Equipment is operational and able to be used to sell and validate Lottery products;
(4) removing all monies and tickets, as appropriate, from Equipment prior to maintenance or repair; and
(5) upon removal of the Equipment, returning the premises to its original condition.
E. Retailer Responsibilities for SciScan Scratch Ticket Validation Device(s) and Verifone Printers A SciScan Scratch Ticket Validation Device ("SciScan") and the associated Verifone Printer, or more than one where deemed appropriate by the Lottery, will be provided to the Retailer, whenever available, so long as the Retailer maintains an active Lottery license. Prior to installation of a SciScan(s) and Verifone Printer(s), the Retailer shall execute this Retailer Contract. Each SciScan and Verifone Printer, as well as all other Equipment, shall at all times remain the property of the Lottery, and the Lottery may remove the Equipment if it is moved from the agreed-upon installation location.

In addition to the General Responsibilities cited above, the Retailer shall be responsible for:
(1) ensuring that the Retailer's employees attend a Lottery-designated training program prior to installation of a SciScan(s) and Verifone printer(s);
(2) providing access to a telephone line to be used by the Lottery for data collection;
(3) calling the lottery service hotline when a problem occurs which the Retailer cannot resolve;
(4) loading printer paper;
(5) providing a grounded 110 volt AC receptacle within six (6) feet of each SciScan and associated Verifone printer; and
(6) making the SciScan(s) and Verifone printer(s) available to Lottery, or Lottery-approved service technicians during normal business hours for maintenance and repairs.
F. Retailer Responsibilities for On-line Game Retailer Terminal(s) and On-line Game Self Service Terminal(s)
An On-line Game Retailer Terminal ("On-line Terminal"), or more than one where deemed appropriate by the Lottery, whenever available, will be provided to the Retailer so long as the Retailer maintains an active on-line and scratch ticket Lottery license and meets the Lottery's minimum sales requirement published in the Retailer's Manual. An On-line Game Self Service Terminal("SST"), or more than one where deemed appropriate by the Lottery, whenever available, will be provided to the Retailer so long as the Retailer maintains an active on-line and scratch ticket Lottery license and meets the Lottery's minimum sales requirement published in the Retailer's Manual. Before being licensed as an on-line game retailer, the Retailer shall complete an On-line Game Survey and execute this Retailer Contract. Upon approval by the Lottery as a licensed Retailer, the Retailer shall obtain a surety bond, through a company licensed to conduct business in Virginia, in an amount determined by the Lottery for each Online Terminal location.

Each on-line Terminal and SST shall at all times remain the property of the Lottery. The Lottery may remove an On-line Terminal or SST if it is moved from the agreed-upon installation location.

In addition to the General Responsibilities cited above, the Retailer shall be responsible for :
(1) paying a non-refundable installation fee (established from time to time by the Lottery in its sole discretion) for each retail location;
(2) paying a weekly line charge in an amount determined by the Lottery;
(3) locating the On-line Terminal(s) in a place(s) approved by the Lottery;
(4) locating the SST(s) in a place(s) that is (are) visible to the Retailer's staff during all hours that the Retailer is open to the public, as approved by the Lottery;
(5) ensuring that the Retailer's employees attend a Lottery designated training program prior to installation of an On-line Terminal(s) or SST(s);
(6) installing a dedicated duplex 110 volt electrical outlet within six (6) feet of each On-line Terminal and each SST;
(7) providing access to a dedicated telephone line to be used by the Lottery for data collection;
(8) calling the Lottery service hotline when a problem occurs which the Retailer cannot resolve;
(9) loading ticket stock, paper, and ribbons for On-line Terminal(s) and maintaining the cash box;
(10) making the On-line Terminal(s) and SST(s) and keys available to Lottery, or Lottery-approved, service technicians during normal business hours for maintenance and repairs;

Additionally, Retailer agrees to meet the Lottery's minimum average on-line sales requirement, and it acknowledges and agrees that its failure to meet such sales requirement may result in the removal of the Equipment, the revocation of the Retailer's license for same, and/or the termination of this Contract.
G. Retailer Responsibility for Instant Ticket Vending Machine(s)

An Instant Ticket Vending Machine ("ITVM"), or more than one where deemed appropriate by the Lottery, will be provided to the Retailer, whenever available, so long as the Retailer maintains an active scratch game Lottery license. Prior to receiving an ITVM(s), the Retailer shall execute this Retailer Contract. Upon approval by the Lottery as a licensed Retailer, the Retailer shall obtain a surety bond, through a company licensed to conduct business in Virginia, in an amount determined by the Lottery for each ITVM location. Each ITVM shall at all times remain the property of the Lottery. The Lottery may remove an ITVM if it is moved from the agreed-upon installation location.

In addition to the General Responsibilities cited above, the Retailer shall be responsible for:
(1) providing a grounded 110 volt AC receptacle within ten (10) feet of each ITVM;
(2) locating the ITVM(s) in a place(s) approved by the Lottery, including a place(s) that is (are) visible to the Retailer's staff during all hours that the Retailers is open to the public as approved by the Lottery;
(3) ensuring that the Retailer's employees attend a Lottery designated training program prior to installation of an ITVM(s);
(4) ordering and loading ticket packs into the ITVM(s);
(5) loading printer paper;
(6) maintaining an adequate scratch ticket inventory and accounting to the Lottery for all proceeds from sales;
(7) selling as many different games as the ITVM(s) will hold; and
(8) making the ITVM(s) and keys available to Lottery, or Lottery approved, service technicians during normal business hours for maintenance and repairs.
H. The Lottery's Responsibilities

The Lottery shall be responsible for:
(1) training Retailer employees at a Lottery-designated facility prior to Equipment installation and instore orientation at the time the Equipment is installed;
(2) providing a toll-free Retailer support hotline for Equipment repair service and Retailer support service;
(3) providing adequate Lottery game supplies, including Playslips, Point of Sale materials, printer paper and ticket stock;
(4) providing marketing and customer assistance to Retailer;
(5) providing appropriate Lottery-owned Equipment; and
(6) bearing the cost of all normal maintenance associated with Lottery-owned Equipment, other than costs incurred because of theft, neglect or abuse, whether by the Retailer or a third party, which costs shall be borne by Retailer.
I. Penalties for Non-Compliance

The Lottery reserves the right to revoke the Retailer's license, terminate this Contract, and/or suspend operations of any Equipment provided by the Lottery for noncompliance with the Lottery's regulations or rules or for noncompliance with any of the terms and conditions of this Contract.
J. Waiver and Indemnification
(1) Retailer hereby waives any claim(s) it has or may have against the Commonwealth of Virginia, the Lottery, the Lottery Director, or any officer, employee, director or agent of any of same, arising out of any interruption, suspension, failure or defects in the operation of the Lottery's games, Equipment, products or systems, including any claim(s) for lost profit or revenues, regardless of the reason for such interruption, suspension, failure or defect.
(2) Retailer agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, the Lottery, the Lottery Director, and any officer, employee, director or agent of any of same from and against any and all claims, suits, or actions arising out of the activities of the Retailer, the Retailer's business or the actions of the Retailer's officers, employees, or agents under this Contract.
(3) This paragraph shall survive termination or expiration of this Contract.
K. Non-assignability of Contract

Retailer understands and agrees that it may not assign, subcontract or in any way transfer, in whole or in part, any rights, obligations, claims or interests of any kind in, under, or arising out of this Contract. Should Retailer attempt to do any of these actions, the Lottery reserves the right to revoke the Retailer's license, terminate the Contract and/or suspend operation of any Equipment provided by the Lottery.
L. Severability

Retailer agrees that if any provision of this Contract is declared by a court of competent jurisdiction to be illegal, unforceable or in conflict with any law, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid or unenforceable

## M. Applicable Law; Choice of Forum

The Parties agree that the laws of the Commonwealth of Virginia shall govern all matters arising out of, or in connection with, this Contract and that any action or suit relating to this Contract shall be brought in the Circuit Court of the City of Richmond. This paragraph shall survive any termination or expiration of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract by their duly authorized representatives as of the later date appearing opposite their respective signatures.

## RETAILER <br> LOTTERY COMMONWEALTH OF VIRGINIA

STATE LOTTERY DEPARTMENT

| (Company Name) |  |
| :---: | :---: |
| By: | By: |
| (Signature) | (Signature) |
| (Print Name) | (Print Name) |
| (Position/Title) | (Position/Title) |
| (Date) | (Date) |
| RECEIVED BY: |  |
| Name/LSC Number | Date |

## FOR LOTTERY USE ONLY

| Approved By: |  |  |
| :--- | :--- | :--- | :--- |
| Logged By: |  |  |
|  |  | (Date) |
| (Signature/Printed Name) |  | Revised 12.17.99 |

$\qquad$ Business Name: $\qquad$

## ADDENDUM

This Addendum to the Retailer Contract entered into previously by and between the Commonwealth of Virginia, acting by and through the State Lottery Department ("Lottery"), and the retailer named above ("Retailer") (together, the "Parties") made as of the later date shown beneath their respective signatures below, provides as follows:
A. Minimum Online Sales Requirement and Administrative Fee Charges and Credits

1) In the event Retailer's online sales per week should fall below the "Minimum Online Sales Requirement" amount published from time to time in the Retailer's Manual, Retailer shall be charged a prorated weekly administrative fee in an amount equal to $10 \%$ of the difference between the Minimum Online Sales Requirement and actual weekly online sales amounts. Should online sales exceed the Minimum Online Sales Requirement for a week, the Retailer shall earn a credit in an amount equal to $10 \%$ of the difference between the weekly online sales amount and the Minimum Online Sales Requirement, which credit may be used only to offset the administrative fee charged when sales are less than the Minimum Online Sales Requirement.
2) Weekly online sales will be calculated on a per account basis (total online sales for a week divided by the number of clerk activated terminals for that account). A retail chain that elects to have a different billing account for each location will have weekly sales calculated on a per location basis.
B. Evaluation Period
3) This program will be administered over Evaluation Periods ("each an Evaluation Period") of thirteen online billing cycle weeks. A billing cycle week runs from Wednesday to the next Tuesday.
4) At the end of each Evaluation Period, if a retailer has accumulated an administrative fee credit balance, the retailer will be refunded any administrative fees paid during that Evaluation Period up to the amount of the accumulated credit. Any remaining credit balance up to a maximum amount published from time to time in the Retailer's Manual may be carried over into the next Evaluation Period. Credit balances have no cash value and can only be used to offset administrative fees paid.
5) Credit balances may not be transferred if the licensed location changes ownership.

IN WITNESS WHEREOF, the Parties have executed this Addendum by their duly authorized representatives as of the later date appearing beneath their respective signatures

RETAILER
(Company Name)
$\mathrm{By}: \quad($ Owner Signature)
(Name - Please Print)
(Title)
Date: 12/8/00

## COMMONWEALTH OF VIRGINIA,

 STATE LOTTERY DEPARTMENTBy: $\qquad$
(Signature)

> (Name - Please Print)
(Title)
Date: $\qquad$

## AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS








CANCELLED TICKETS ENVELOPE


STAPLE EACH CANCELLED TICKET TO THE CORRESPONDING PLAYER TICKET. sepores


WEEKLY SETTLEMENT FORM
TUESDAY SETTLEMENT DATE: $\qquad$

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$\qquad$

