



National For Life Game

January 2025 Product Research
Request for Proposal

General Information

The Multi-State Lottery Association (MUSL) is an unincorporated non-profit association owned and operated by thirty-nine (39) government-authorized member lotteries. MUSL's flagship product is Powerball®. Since its first drawing in 1992, the Powerball game has become synonymous with life-changing jackpots and has generated more than \$30 billion for public programs and services supported by U.S. lotteries. Our menu of engaging multi-jurisdictional games include Lotto America, 2by2, and Fast Play. MUSL also acts as the game administrator for the Lucky for Life game.

To learn more about MUSL, please visit our website: www.MUSL.com.

To learn more about Powerball, and the additional multi-state lottery games our members offer, please visit the official Powerball website: www.Powerball.com.

Timeline

Issue Date for RFP	Jan 27, 2025
Vendor Questions submitted to Procurement@MUSL.com , subject line For Life Research	Feb 5, 2025
Questions & Answers Posted to MUSL.com	Feb 10, 2025
RFP Submission Date – email only to Procurement@MUSL.com , subject line For Life Research	Feb 17, 2025
Estimated Date of Award	Feb 21, 2025
All dates subject to revision by MUSL	

MUSL is working with a tight timeline on this project with a target completion date of March 31st. Prospective vendors that don't feel that they can meet that date should not submit a proposal.

The successful vendor team must be available for a project meeting (or meetings) with the project team during the week of February 27, 2025

Introduction

- Today there are two “For Life” multi-jurisdictional games. Cash4Life is offered by ten (10) jurisdictions, and twenty-three (23) offer Lucky for Life. Both games offer a top prize of \$365,000 (\$1,000 a day) a year for life and have drawings seven days a week.
- Over the years, there have been discussions about potential game changes. Recently, members of both games have agreed to explore retiring the existing games for one game that can deliver a stronger value proposition and game matrix. This change would allow for a bigger top prize and a more winnable prize structure. An executive committee and product team have been formed to evaluate matrix changes to support a \$1,000,000 a year for life top prize and ensure a better player experience. Several game matrices were reviewed, and four concepts have been chosen by the members to research with players.

Objectives

Determine appeal, preference, and forecasted spend for each concept along with the potential impact of changing the price of the game.

- Test the value and impact of changing the existing game(s) from a \$2 play to a \$3 or \$5 play.
- Assess the extent in which the new variations of a \$1,000,000 a year for life game differentiates from Powerball and Mega Millions based on consumer-perceived differences and preferences.
- Understand any meaningful differences by player type – existing For Life frequent, occasional, infrequent players, jackpot chasers and core multi-state jackpot players.
- Ascertain the best concept to attract a new player to a “For Life” draw game.
- Determine preference for potential game names.

Cash4Life[®] and Lucky for Life[®] Player Attitudes & Behaviors

The below data is based on a recent survey among nine (9) states who offer either Cash4Life or Lucky for Life through their player panels.

Shown below are aggregate responses.

- **10%** of players play the game daily and **46%** at least monthly
- **49%** of players indicated that one of the main reasons they play is because of the lifetime top prize
 - **27%** of players indicated that the fact that the second tier prize was a main factor in playing the game
- **29%** of players reported that they never see or hear about winners of the game.
- Players generally purchase a For Life game when also playing Powerball or Mega Millions (**67%**) and are more likely to purchase when the jackpots are above **\$400** million. *Mega Millions play based on current game price of \$2.*
- **47%** of players indicated that they are not aware of the game odds

Cash4Life Game

Cash4Life is a fixed top prize game that costs \$2 a play. The game gives a player the opportunity to play and win \$365,000 (\$1,000 a day) or \$52,000 (\$1,000 a week) a year for life (20 years). **Drawings are held seven days a week.**

There are 10 jurisdictions that participate in the selling of Cash4Life. The game is easy to play. You just choose five numbers from 1 through 60, and one Cash Ball number from 1 through 4 or let the computer choose numbers for you.

States that offer the game are Florida, Georgia, Indiana, Maryland, Missouri, New Jersey, New York, Pennsylvania, Tennessee, and Virginia.



MATCH	PRIZE	ODDS
●●●●●+●	\$1,000/Day For Life*	1 in 21,846,048
●●●●●	\$1,000/Week For Life*	1 in 7,282,016
●●●●●+●	\$2,500	1 in 79,440
●●●●	\$500	1 in 26,480
●●●+●	\$100	1 in 1,471
●●●	\$25	1 in 490
●●+●	\$10	1 in 83
●●	\$4	1 in 28
●+●	\$2	1 in 13

Overall odds of winning are approximately 1 in 7.76.

Lucky For Life Game



Lucky for Life is a fixed top prize game that costs \$2 a play. The game gives a player the opportunity to play and win \$365,000 (\$1,000 a day) or \$25,000 a year for life (20 years). **Drawings are held seven days a week.**

There are 23 jurisdictions that participate in the selling of Lucky For Life. The game is easy to play. You just choose five numbers from 1 through 48, and one Cash Ball number from 1 through 18 or let the computer choose numbers for you.

States that offer the game are Arkansas, Colorado, Connecticut, Delaware, DC, Idaho, Iowa, Kansas, Kentucky, Maine, Massachusetts, Michigan, Montana, Nebraska, New Hampshire, North Carolina, North Dakota, Ohio, Oklahoma, Rhode Island, South Dakota, Vermont, and Wyoming.

MATCH	PRIZE	ODDS (PER \$2 PLAY)
○ ○ ○ ○ ○ ●	\$1,000 A DAY FOR LIFE*	1 : 30,821,472
○ ○ ○ ○ ○	\$25,000 A YEAR FOR LIFE**	1 : 1,813,028
○ ○ ○ ○ ●	\$5,000***	1 : 143,356
○ ○ ○ ○	\$200	1 : 8,433
○ ○ ○ ●	\$150	1 : 3,413
○ ○ ○	\$20	1 : 201
○ ○ ●	\$25	1 : 250
○ ○	\$3	1 : 15
○ ●	\$6	1 : 50
●	\$4	1 : 32







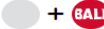

Most Frequently Played w/ Multi-State Games

POWERBALL

Powerball is a jackpot game that costs \$2 a play.

The game also offers a chance to multiply any non-jackpot prizes won **up to 10 times** for an **additional \$1 per play**. Jackpots start at \$20 million and grow until the jackpot is won.










Drawings are held three days a week.

MATCH	PRIZE	POWER PLAY 2X	POWER PLAY 3X	POWER PLAY 4X	POWER PLAY 5X	POWER PLAY 10X
 + BALL	Grand Prize	Grand Prize	Grand Prize	Grand Prize	Grand Prize	Grand Prize
	\$1 Million	\$2 Million	\$2 Million	\$2 Million	\$2 Million	\$2 Million
 + BALL	\$50,000	\$100,000	\$150,000	\$200,000	\$250,000	\$500,000
	\$100	\$200	\$300	\$400	\$500	\$1,000
 + BALL	\$100	\$200	\$300	\$400	\$500	\$1,000
	\$7	\$14	\$21	\$28	\$35	\$70
 + BALL	\$7	\$14	\$21	\$28	\$35	\$70
 + BALL	\$4	\$8	\$12	\$16	\$20	\$40
 BALL	\$4	\$8	\$12	\$16	\$20	\$40

MEGA MILLIONS

Mega Millions is a jackpot game and starting in April will cost \$5 a play. The game will offer a built-in multiplier increasing any non-jackpot prizes won **up to 10 times**. Jackpots start at \$50 million and grow until the jackpot is won.

Drawings are held two days a week.

Match	Base Prize	Odds 1 in:	2X Prize	3X Prize	4X Prize	5X Prize	10X Prize
 + ●	Jackpot*	290,472,336	Jackpot*	Jackpot*	Jackpot*	Jackpot*	Jackpot*
	\$ 1,000,000	12,629,232	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000	\$ 10,000,000
 + ●	\$ 10,000	893,761	\$ 20,000	\$ 30,000	\$ 40,000	\$ 50,000	\$ 100,000
	\$ 500	38,859	\$ 1,000	\$ 1,500	\$ 2,000	\$ 2,500	\$ 5,000
 + ●	\$ 200	13,965	\$ 400	\$ 600	\$ 800	\$ 1,000	\$ 2,000
	\$ 10	607	\$ 20	\$ 30	\$ 40	\$ 50	\$ 100
 + ●	\$ 10	665	\$ 20	\$ 30	\$ 40	\$ 50	\$ 100
 + ●	\$ 7	86	\$ 14	\$ 21	\$ 28	\$ 35	\$ 70
 ●	\$ 5	35	\$ 10	\$ 25	\$ 20	\$ 25	\$ 50

**Multipliers do not apply to Jackpot prizes*

Sample Frame

All respondents must have played a multi-state game in the past 12 months and be able to identify by:

- Cash4Life or Lucky for Life players
- Powerball and/or Mega Millions players
- Do not work in excluded industries (market research, lottery retailers, gaming, etc.) and must be age 18 or older and not opposed to gambling.

Mix of demographics: Must reflect the proportions in the U. S. adult population.

- Gender: Female 52% Male 48%
- Age: 18-34, 35-54, and 55+
- Ethnicity (standard breaks):
 - African American
 - Asian
 - Caucasian
 - Hispanic/Latino
 - Other

Player Type	Definition
Cash4Life/Lucky For Life	
Cash4Life/Lucky For Life Frequent	Play weekly and spend \$20+ a week
Cash4Life/Lucky For Life Occasional	Play weekly and spend <\$20 a week <u>OR</u> play monthly and spend at least \$10+ per month
Cash4Life/Lucky For Life Infrequent	Play monthly and spend <\$10 a month <u>OR</u> played in past 6 months
Powerball/Mega Millions	
Powerball/Mega Millions Frequent	Play weekly
Powerball/Mega Millions Occasional	Played in past 3 months
Jackpot Chasers	Play only when the jackpot is over \$400 million

States to be included in the sample

The goal is to provide a minimum sample for every state that will provide a statistically reliable result. One approach could be to distribute proportionately to current For Life sales and balance out the sample among non-For Life states. Vendor to recommend the best approach based on the goals of the study.

State	Number of Completes
Arizona	
Arkansas	
California	
Colorado	
Connecticut	
Delaware	
Florida	
Georgia	
Idaho	
Illinois	
Indiana	
Iowa	
Kansas	
Kentucky	
Louisiana	
Maine	

State	Number of Completes
Maryland	
Massachusetts	
Michigan	
Minnesota	
Mississippi	
Missouri	
Montana	
Nebraska	
New Hampshire	
New Jersey	
New Mexico	
New York	
North Carolina	
North Dakota	
Ohio	
Oklahoma	

State	Number of Completes
Oregon	
Pennsylvania	
Rhode Island	
Puerto Rico	
South Carolina	
South Dakota	
Tennessee	
Texas	
Vermont	
Virginia	
Virgin Islands	
Washington	
Washington, D.C.	
West Virginia	
Wisconsin	
Wyoming	

Option: provide supplemental sample with individual state database of players.

Green = 33 states currently offering a For Life game.
Yellow = 4 states not currently offering either game that could provide a read on non-participants

Concepts

The following slides are placeholders to be used as a reference in obtaining a quote. There are four concepts in total; two per price point. Each concept will include a product overview and game features. Final stimuli to be provided upon award of project.

Matrix One: \$3 Version A

\$3 Version A is a fixed top prize game that costs \$3 a play. The game gives a player the opportunity to play and win \$1 million a year for life or \$1 million. **Drawings are held seven days a week.**

The game is easy to play. You just choose five numbers from 1 through 60, and one number from 1 through 5 or let the computer choose numbers for you.

MATCH	PRIZE	ODDS (1 IN)
○○○○○●	\$1,000,000 a Year for Life	27,307,560
○○○○○	\$1,000,000	6,826,890
○○○○●	\$2,000	99,300
○○○○	\$500	24,825
○○○●	\$100	1,839
○○○	\$50	460
○○●	\$10	104
○○	\$5	26
○●	\$5	16
	Overall Odds (1 in)	8.83

Matrix Two: \$3 Version B

\$3 Version B is a fixed top prize game that costs \$3 a play. The game gives a player the opportunity to play and win \$1 million a year for life or \$50,000 a year for life.

Drawings are held seven days a week.

The game is easy to play. You just choose five numbers from 1 through 60, and one number from 1 through 5 or let the computer choose numbers for you.

MATCH	PRIZE	ODDS (1 IN)
○○○○○●	\$1,000,000 a Year for Life	27,307,560
○○○○○	\$50,000 a Year for Life	6,826,890
○○○○●	\$2,500	99,300
○○○○	\$500	24,825
○○○●	\$100	1,839
○○○	\$25	460
○○●	\$10	104
○○	\$5	26
○●	\$5	16
	Overall Odds (1 in)	8.83

Matrix One: \$5 Version A

\$5 Version A is a fixed top prize game that costs \$5 a play. The game gives a player the opportunity to play and win \$1 million a year for life or \$1 million. **Drawings are held seven days a week.**

The game is easy to play. You just choose five numbers from 1 through 54, and one number from 1 through 6 or let the computer choose numbers for you.

MATCH	PRIZE	ODDS (1 IN)
○○○○○●	\$1,000,000 a Year for Life	18,975,060
○○○○○	\$1,000,000	3,795,012
○○○○●	\$5,000	77,449
○○○○	\$500	15,490
○○○●	\$250	1,614
○○○	\$50	323
○○●	\$25	103
○○	\$8	21
○●	\$8	18
	Overall Odds (1 in)	8.48

Matrix Two: \$5 Version B

\$5 Version B is a fixed top prize game that costs \$5 a play. The game gives a player the opportunity to play and win \$1 million a year for life or \$100,000 a year for life.

Drawings are held seven days a week.

The game is easy to play. You just choose five numbers from 1 through 58, and one number from 1 through 5 or let the computer choose numbers for you.

MATCH	PRIZE	ODDS (1 IN)
○○○○○●	\$1,000,000 a Year for Life	22,910,580
○○○○○	\$100,000 a Year for Life	5,727,645
○○○○●	\$7,500	86,455
○○○○	\$500	21,614
○○○●	\$250	1,663
○○○	\$50	416
○○●	\$25	98
○○	\$8	24
○●	\$8	16
	Overall Odds (1 in)	8.47

Key Insights Needed

Concepts Should be Compared Against Current Games, Not Each Other

- We want to understand how respondents view the concepts (prize matrices, winnability, number of top prize winners per year) compared to the current Cash4Life/Lucky for Life game, and how the concept is perceived against Powerball and/or Mega Millions
 - Is it better than the existing For Life game(s)?
 - Is it perceived as different and unique from Powerball and Mega Millions?
 - Which concept is seen as better than either of the existing For Life games?
 - Which concept has potential for creating brand loyalty?
 - Which concept has the best potential to increase revenue?
 - Which concept has the best potential to attract a new player?
 - Which concept has the best potential to retain current players?

Additional Insights Needed

We Need to Know

- **First: Reaction to the concept based on a brief description / positioning**
 - Is there player interest after just a marketing message?
 - Can the game concept be conveyed easily yet still be motivating?
- **Second: Reaction after a full game description including prize structure**
 - Is there higher or lower interest after reviewing the prize structure?
- **Third: Player spending simulations in multiple scenarios**
 - Obtain which game or games they would buy and how much they would spend on each product in the portfolio.
 - Determine spend based on when jackpots are over \$400 million for Powerball and for Mega Millions.

Deliverables for Project

- Questionnaire development
- PowerPoint summary of key findings, strategic business conclusions, and player perception of a \$3 and \$5 price point.
- Key findings must include, but are not limited to:
 - Intent to purchase and other behavioral questions like frequency of play
 - Revenue forecast based on simulated player spending exercises
 - Perceptual and diagnostic measures such as ease of understanding concept
 - Differences between player segments and key demographics (include demo cuts in data tabulations)
 - If supplemental state samples are included, data must be broken out as such
- Data tabulations in excel format
- Presentation of results and recommendations to executive committee and product team

Proposal Requirements

- Given the research design considerations discussed in the prior slides, provide the pros and cons of your research methodology of choice. Then, provide your recommendation.
- Provide a general outline of the questionnaire flow you would propose.
 - While this does not require the specific questions, please provide a general description of the types of questions the respondent would experience and the order they would appear.
 - Describe how you would propose to handle the simulated spending exercises and discuss how many scenarios can be accommodated in this section of the survey.
 - Provide timing from start to finish, including presentation of findings.

Proposal Requirements (continued)

- Please include a brief description of your experience conducting concept research that is similar to this study.
- Provide pricing for each of following sample sizes:
 - A minimum sample per state that will provide a statistically reliable result.
 - A boosted sample per state.
 - For each scenario, please provide your assumption for the length of interview time.
 - Also include how you would develop a pricing schedule for additional interviews in increments of 100 and tabulation if a state wished to augment their sample size to see how their state reacted to the concepts.
- We have a specific timeframe for conducting and receiving the results of this research study. There is a very tight turnaround time for providing a recommendation based on the results of this study to the Product Group. Please explain different ways that could lead to a shorter lead time for the study without sacrificing the quality of the study.
- Please include your standard Terms & Conditions.

Submission Requirements and Schedule

- RFP Issue **Jan 27, 2025**
- Vendor Questions submitted to Procurement@MUSL.com, subject line For Life Research **Feb 5, 2025**
- Questions & Answers Posted to MUSL.com **Feb 10, 2025**
- RFP Submission (email only to Procurement@MUSL.com, subject line For Life Research **Feb 17, 2025**
- Estimated Date of Award **Feb 21, 2025**

Contact Information

Please use Procurement@MUSL.com as the contact. Attempts to discuss the RFP requirements, your proposal, and/or the evaluation process with lottery representative may be cause for disqualification.

- *Note: Agencies are responsible for their own costs in the submission of a Proposal to this RFP. By issuing the RFP, MUSL is not offering to enter into a contract with any interested agency, nor does acceptance of a Proposal or additional information constitute an agreement to enter into a contract with any interested agency. MUSL in its sole discretion may change the Schedule of Events, or cease the RFP process at any time.*

Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Understanding of the project requirements
- Experience with similar projects
- Ability to meet the project schedule
- Cost

AGREEMENT

This Agreement (“**Agreement**”) is made and entered into on the last date of execution by the Multi-State Lottery Association, (“**MUSL**”) with offices located [REDACTED], and XXX (“**Contractor**”), with offices located at XXX (each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, MUSL is an association of governmental lotteries organized to assist, facilitate, and coordinate among its Participating Lottery members one or more multi-jurisdiction lottery games; and

WHEREAS, MUSL issued a Request for Proposal (“**RFP**”) on XXX, for services related to assistance in identifying and managing partnerships for MUSL to promote lottery game(s);

WHEREAS, Contractor submitted a Proposal on XXX (the “**Proposal**”); and

WHEREAS, MUSL desires to have Contractor provide the Services as identified in the RFP and the Proposal (“**the Project**”); and

WHEREAS, each Party has legal authority to enter into this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, and intending to be legally bound, the parties hereto agree as follows:

1. Services to be Provided by Contractor. Contractor shall perform all Services, and issue all Reports as required by the RFP and Contractor’s Proposal and by this reference, incorporated into the terms and conditions of this Agreement. The order of preference in the event of a conflict in terms shall be resolved by the terms of the documents in this order: Agreement, RFP, Contractor’s proposal. Services shall be performed within the timeframe as mutually agreed to by the Parties, and as may be set out in a Statement of Work (SOW). The fee for the services shall be as indicated in Contractor’s Proposal. For purposes of this Agreement, the term “Contractor” includes any subcontractors; use of subcontractors must be approved in advance by MUSL. Services shall be performed during the hours specified by MUSL.

Any report(s) regarding the work performed under this agreement is (are) issued solely for the benefit of the MUSL, and to the scope defined in the RFP, the Proposal, this Agreement, and SOW. All research questions, results, summaries, reports, and other information obtained through the research Project will be owned by MUSL.

2. Costs. Contractor shall be paid a FEE OF \$XXXX as provided for in the Contractor’s proposal, for all Services required by the RFP and as identified in Contractor’s Proposal. Invoices shall be submitted to ap@musl.com, or by USPS or overnight services to the Director of Finance, Multi-State Lottery Association [REDACTED], and undisputed amounts shall be paid within 30 days of receipt of the invoice. The Parties shall make all reasonable efforts to resolve disputed amounts.

3. Key Personnel. Contractor’s personnel assigned to this project are those identified in Contractor’s Proposal and any substitutions made as allowed below (“Key Personnel”). Contractor shall ensure at all times that only Contractor’s personnel who have undergone background testing as required by MUSL are on Contractor’s project team for this project, and also ensures that those personnel possess the necessary skills, abilities and experience to perform the following in accordance with the highest professional and industry standards. Substitutions may be made only with approval in writing from MUSL and prior to the substitution.

Contractor shall work under the direction of, and provide all information concerning the Project to MUSL’s project manager(s) or designee(s).

At MUSL's direction, Key Personnel may be required to undergo security awareness and ethics training, and meet specific security-related requirements or provide specific security and ethics assurances as deemed necessary by MUSL.

4. Deliverables and Project Schedule. Contractor shall complete all Services and provide all deliverables in accordance with the specifications and requirements set forth in this Agreement, the Proposal, an applicable Statement of Work ("SOW"), or as mutually agreed to by the Parties. MUSL reserves the right to extend the deliverables dates; any other changes will be by mutual written agreement of the MUSL and the Contractor. Deliverables include any tangible or intangible items or things that have been or will be prepared, created, maintained, serviced, or developed by the Contractor at any time following the effective date of the Agreement, for or on behalf of MUSL.

5. Confidentiality. Each party acknowledges that during the Project it may learn from the other party certain non-public personal or otherwise confidential information. Each party shall regard any and all non-public or confidential information it receives which in any way relates or pertains to the other party, including its members, customers and employees, as confidential. Each party shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any or any part of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than as required under this Agreement, and expressly as part of the Project.

Contractor shall maintain as confidential and shall not disclose to third parties without MUSL's prior express written permission all information and deliverables not otherwise publicly available, whether proprietary or not, made known to or discovered by Contractor or furnished by Contractor to MUSL or furnished by MUSL to

Contractor during the performance of or in connection with this Agreement. Contractor shall immediately notify (within three (3) days of the request) MUSL in writing if Contractor receives a request to disclose such information during this Agreement or at any time thereafter.

If Contractor is required or requested to provide information or documents regarding any services performed under this Agreement to any party other than MUSL, Contractor shall immediately (within three (3) days of the request) notify or advise MUSL of any such requests or requirements. MUSL may initiate such legal action as MUSL deems appropriate to protect information from discovery to protect MUSL's interests.

6. Return of Information. Upon request of MUSL, and upon expiration or termination of this Agreement, Contractor shall return all documents and any other tangible information as provided under this Agreement (including but not necessarily limited to confidential information provided by MUSL or developed by Contractor), and any copies, notes, memoranda, records, drawings, manuals, computer software, data, work product, draft and final reports or other documents or materials. Contractor shall provide written confirmation of the destruction of all electronic files containing confidential information either obtained by Contractor or created by Contractor in performance of this Agreement. This does not apply to any information which is or becomes public knowledge through a source other than Contractor and through no fault of Contractor; is or becomes lawfully available to Contractor from a source other than MUSL; or, is disclosed by Contractor with MUSL's prior written approval.

This Section shall survive Termination and/or the Term of this Agreement. Contractor also expressly agrees that no use of the information gained from this Project shall be used in public speeches, presentations or in any public forum unless MUSL has provided express written consent. Damages pursuant to this section shall apply should Contractor not adhere to the requirements.

7. Liquidated Damages. Reserved.

8. Term. The term shall be from the Agreement execution date through XXX, or as otherwise mutually agreed to by the Parties.

9. Termination. MUSL may terminate this Agreement, in whole or in part, at any time, at will and without cause, and will be responsible only for paying compensation to Contractor as indicated below.

MUSL shall not be liable for any costs incurred if termination by MUSL is for cause and, in the sole discretion of MUSL, such cause materially threatened the security or integrity of MUSL, or if, in the sole discretion of MUSL, Contractor failed to provide any goods or services of material value or benefit to MUSL.

If this Agreement is terminated, compensation, if any, shall be limited to reasonable expenses for good and valuable (as determined by MUSL) products, materials, supplies, and services provided by Contractor and accepted by MUSL through the termination date for which Contractor have not yet been compensated. MUSL will make no payments to Contractor for work not provided to MUSL, work in progress, or raw materials acquired unnecessarily in advance by Contractor, in excess of MUSL's delivery requirements, or initiated by Contractor after receipt of notice of termination.

10. Exclusivity. This Agreement is non-exclusive as related to the services provided and nothing in this Agreement precludes MUSL from procuring the same or similar services from another vendor.

11. Indemnification. Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against all actions, losses, liabilities, suits, penalties, fines, damages and claims (including taxes), and all reasonably related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), whether based on negligence, strict liability, intellectual property infringement or any other culpable conduct, arising from or in connection with any of the following:

(a) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from (i) the Services and deliverables provided by Contractor, (ii) performance of the work, duties, responsibilities, actions or omissions of Contractor or any of its subcontractors under this Agreement, or (iii) a breach of any representation or warranty made by Contractor in this Agreement, including, but not limited to, Contractor's unauthorized disclosure of MUSL confidential information.

(b) Any claim, demand, action, citation, or legal proceeding arising out of or related to occurrences that Contractor failed to insure against, or which Contractor's insurer has declined coverage of, as provided for under this Agreement.

(c) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, which may be incurred, suffered, or required in whole or in part by an actual or alleged act or omission of Contractor, or by any of its subcontractors, or by anyone directly or indirectly employed by any of them.

(d) Any claim, demand, action, citation or legal proceeding resulting from any negligent or intentional act or omission of Contractor or any of its subcontractors, including failing to follow MUSL security-related requirements as required in this Agreement.

These indemnification clauses shall not apply to the extent, if any, that such death, bodily injury, property damage, or other damages are caused by the negligence or reckless or intentional wrongful conduct of MUSL, its Members or their individual jurisdictions.

This section shall survive the termination of this Agreement.

12. Compliance with Laws. Each Party shall comply with all applicable laws, rules and regulations when performing under this Agreement. This also requires that Contractor to pay all taxes, fees, and assessments, however designated or levied, or based upon the goods and services supplied by Contractor.

13. Non-Discrimination. Contractor agrees that it shall not discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or disability of a qualified individual with a disability.

14. Bonds and Insurance. All required bonds and insurance must be issued by companies or financial institutions which are financially rated Excellent or better by A.M. Best Company and duly licensed, admitted, and authorized to do business in Iowa by the Insurance Division of the State of Iowa.

Proof of bonding or insurance must be furnished to MUSL no later than the date of Agreement execution and periodically thereafter as renewed.

Contractor shall maintain insurance for claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(a) Claims under workers' compensation, disability benefit and other similar employee benefit acts as required by law in each jurisdiction in which Contractor does business.

(b) Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees or subcontractors.

(c) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

(d) General Liability Insurance coverage with limits of not less than \$1,000,000 for injury to any one person, \$5,000,000 for any one occurrence of personal injury and \$2,000,000 for any one occurrence of property damage.

(e) Property Insurance on all buildings, furniture, fixtures, computer and communications equipment used in operating and supporting the services provided under this Agreement in an amount equal to or greater than the actual replacement cost thereof. Coverage shall insure personal property including contents, equipment, and mobile items against fire, theft, collision, and flood. MUSL (including its member lotteries and licensee lotteries) is not responsible for insuring any of Contractor's equipment or facilities included in or associated with this Agreement.

(f) Automotive Liability Insurance covering drivers and vehicles employed in connection with the operation of this Agreement.

(g) Errors and Omissions Insurance with limits of not less than \$5,000,000 to be in force and effect beginning one week prior to the beginning of services under this Agreement. Insurance coverage must insure Contractor and the Indemnified Parties for direct loss which may be incurred due to any error caused by Contractor, its officers, employees, agents, subcontractors or assigns in the provision of services, regardless of negligence. Coverage must continue until one year past the expiration of this Agreement.

Contractor may not elect to provide entirely or in part for the insurance protections described above through self-insurance.

15. Assignment. No right or obligation of Contractor under this Agreement may be assigned by Contractor without the prior written approval of MUSL, and in the event of any such approval, the terms and conditions hereof shall apply to and bind the party or parties to whom the right or obligation is assigned as fully and completely as Contractor is hereunder bound and obligated. No assignment shall operate to release Contractor from its liability for the timely and effective performance of its obligations hereunder. Assignments made in violation of this provision shall be null and void.

16. News Releases. Contractor shall not issue any news releases, media statements, or any other advertising or presentation materials (verbally or in writing) pertaining to this Agreement or Project, without prior written approval from MUSL.

17. Use of MUSL Intellectual Property. Contractor agrees not to use the names, logos, images, nor any data or results arising from this procurement process or Agreement as a part of any commercial advertising or for any reason without prior written approval by MUSL. Contractor has been authorized, through a limited license which is not transferable and is in effect during the Project, to MUSL trademarks as provided by MUSL.

18. Force Majeure. For the purposes of this contract, “force majeure” is defined as “an act of God or any other cause of like kind not reasonably within a party’s control, and which, by the exercise of due diligence of such party, could not have been preened or is unable to be overcome.” Contractor must inform MUSL in writing within three (3) days of the existence of any such force majeure or otherwise waives this right as a defense.

Neither Contractor nor MUSL shall be liable to the other for any delay in or failure of performance under this Agreement due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of delay or failure shall extend the period for performance in the exercise of reasonable diligence until after the cause of delay or failure has been removed.

If Force Majeure conditions are expected to continue unabated for an indefinite period and Contractor cannot perform services as required by this Agreement, MUSL retains the right to obtain alternative services and/or to terminate this Agreement so that business continuity can be restored without liability to Contractor for any services not performed or not provided.

Contractor shall immediately upon discovery notify MUSL in writing of any delays in performance regardless of responsibility, fault, or negligence. If Contractor contends the delay is the responsibility, fault or negligence of MUSL staff, Contractor must provide written notice within three (3) days of the discovery, and to the extent possible, identify the event or individual responsible so MUSL may take appropriate action to remedy the situation. Failure to provide such notice to MUSL as required in this section shall constitute a waiver of Contractor’s right to assert MUSL’s action/inaction as a defense.

19. Intellectual Property - Scope of Ownership. Each party will retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the Scope of this Agreement. Any Intellectual Property developed solely by a Party under this Agreement, and without participation of, or information from the other Party is and will remain the sole and exclusive property of the developing party. In the event that the Parties jointly develop Intellectual Property, the Parties shall engage in good faith negotiations to establish their respective rights. In the event the Parties cannot reach an agreement with regard to such jointly developed property, each party will have equal ownership and rights in such intellectual property, without further obligation and without a duty to account to the other Party.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa both as to interpretation and performance without regard to any conflict of laws provisions. In the event that any proceeding of a quasi-judicial or judicial nature is brought to determine any matter arising out of or in connection with this Agreement, such proceeding must be brought in Polk County District Court for the State of Iowa or in Federal District Court for the Southern District of Iowa in Polk County, Iowa. Contractor acknowledges that MUSL is formed pursuant to the Iowa’s Revised Uniform Unincorporated Nonprofit Association Act.

21. Notice. The Parties agree that all notices given pursuant to the terms of this Agreement shall be sufficient if made in writing, and mailed certified mail, first class postage prepaid, return receipt requested, or sent by overnight service with receipt acknowledged. All notices and other communications hereunder shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) day

after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Any such notice or communication shall be sent to the following addresses, or such other addresses as may be designated from time to time by the parties in writing:

As to Contractor: [XXX]
 Attention:
 [ADDRESS]

As to MUSL:

Executive Director
MULTI-STATE LOTTERY ASSOCIATION
[REDACTED]
With copy to: Legal@MUSL.com

22. Miscellaneous.

(a) Taxes. Each of the parties shall bear all taxes imposed on it as a result of the existence or operation of this Agreement including, but not restricted to, any tax on or measured by any fee or other payment required to be made by it hereunder, any registration tax, any tax imposed with respect to the granting of or transfer of licenses or other rights hereunder or the payment or receipt of fees or royalties hereunder. In particular, any tax which one party is required to withhold for fees or royalties paid to the other party shall be borne by the other party.

(b) Entire Agreement. This Agreement, the RFP and the Contractor’s Proposal constitute the entire agreement of the parties concerning the subject matter hereof and supersedes all previous agreements whether written or verbal, and may only be amended in writing agreed to and executed by the parties hereto through their duly authorized officers or representatives.

(c) Independent Contractor. Contractor is an independent contractor, and the relationship between the parties shall be governed by the terms of this Agreement and shall not extend to other activities, transactions or agreements. Neither party is in any way the legal representative, partner or agent of, nor has any authority to assume or create any obligation on behalf of the other party.

(d) Severability. If any provision of this Agreement is held illegal, void or unenforceable in a judicial proceeding, such provision shall be severed from this Agreement and shall be inoperative. The parties shall use their best efforts to replace the severed provision with a new provision which is not illegal and which follows the principles of the severed provision as closely as is legally possible. The remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.

(e) Waiver. Failure of either Party to assert any or all of its rights under this Agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from acceptance of, or payment made for any Service or Deliverable.

(f) Conflict of Interest. Contractor shall, while this Agreement is in effect, avoid situations, agreements or relationships which might cause a conflict of interest and shall immediately notify MUSL if any such conflict does or might appear to arise. No part of the price for this Agreement shall be paid directly or indirectly by the Contractor to an employee of MUSL in connection with any work contemplated or performed in relationship to this Agreement.

(g) Notice of Legal Proceedings. Each party shall immediately advise the other party of any legal notices served on the party which might affect the other party, handle promptly all correspondence from the other party, reasonably assist and co-operate with the other party's officers, research and sales personnel during their trips to the facilities of the party.

(h) Section Headings. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts. Any counterpart shall constitute a full and original Agreement for all purposes.

(j) Injunctive and Equitable Relief. Each of the parties expressly acknowledges and agrees that the terms of this Agreement are reasonable and necessary for the protection of the legitimate business interests of the other parties. The parties further acknowledge that a violation of this Agreement would cause serious, immediate and irreparable harm to the other party, and therefore agree that the parties shall be entitled to seek injunctive or other equitable relief without the necessity of proving such harm.

(k) Representations. Each party represents that it possesses all licenses, permits, and any other legal authorization necessary to enter into and fully perform all its obligations hereunder, and will maintain all such licenses, permits and other authorizations in good standing throughout the term.

(l) Reserved.

(m) Prohibition Against Purchasing Certain Lottery Products. Contractor (including any subcontractors or agents) and its Key Personnel and any other persons identified by MUSL are prohibited from purchasing or redeeming any tickets or receiving any prizes from any lottery games for which MUSL provides drawing services. This prohibition shall also apply to any persons residing in the prohibited persons' residence(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

CONTRACTOR

BY: _____ Date: _____

ITS: _____

MULTI-STATE LOTTERY ASSOCIATION

BY: _____ Date: _____

J. Bret Toyne

ITS: _____

Executive Director

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