



Multi-State Lottery Association
Request for Proposals
for
National Promotional and Sponsorship Services



Table of Contents

Part 1 – General Information.....	page 3
Part 2 – Proposal.....	page 6
Part 3 – Evaluation.....	page 7
Phase One - Review	
Phase Two – Presentations and Interviews	
Phase Three – Selection and Contract Negotiations	
Part 4 – Schedule of Events.....	page 9
Appendix 1 – Sample Contract Terms.....	page 10

Part 1 – General Information

Introduction

The Marketing and Promotions Committee of the Multi-State Lottery Association is seeking proposals for agency services rendered on behalf of Powerball and other national, multi-state lottery games for promotions, sponsorships, and partnerships. The Committee is focused on developing a comprehensive plan to advance and heighten brand awareness to generate interest in and revenues to support good causes.

Background 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.

The reach of the Powerball brand is expansive, and its popularity has continued, with Powerball sales exceeding \$7.9 billion in Fiscal Year 2024. Powerball tickets are sold in 45 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. The national sales network includes more than 200,000 retailers, and in some jurisdictions, tickets are sold online. Individual jurisdictions bring a wealth of local media and support across traditional and digital channels that reach millions of loyalty club members and VIP players. Websites and other online / mobile media see website traffic of more than 41 million users.

Request for Proposal

Promotional and sponsorship efforts have been successfully developed and executed since 2019 and are currently being serviced by external teams led by lottery executives and a small internal committee. Recent partnerships include live draw events for \$1M, and expansion of the brand in other arenas:

- Powerball First Millionaire of the Year during New Years' Rocking Eve with Ryan Seacrest presented the first millionaire of the new year, broadcast live on a major television network:

Our partnership with New Years' Rockin' Eve provided a national TV audience of 35,000,000 people, along with 1,000,000 participants in Times Square to experience a Powerball drawing. Coverage of the live drawing event totaled almost eight (8) minutes of the broadcast.

[\(Powerball – 2024 Dick Clark's New Year's Rockin' Eve with Ryan Seacrest\)](#)

- NASCAR sponsorship that showcased a \$1M winner during the finals of the NASCAR Cup Series Championship Race, broadcast live on a major television network.

The NASCAR-Powerball Playoffs promotion was supported by 27 participating lotteries that offered a second chance to their players to enter a chance to witness, firsthand the final of the NASCAR Cup Series Championship Race in Phoenix. Finalists were provided with experiences and prizes worth more than \$10,000, including meet-and-greets with various NASCAR drivers, pace car rides, cash, and VIP tours.

[\(2024 NASCAR Powerball Playoff Recap\)](#)

[\(Powerball – 2024 NASCAR Championship Weekend\)](#)

- Other projects include Powerball brand licensing agreements so that our trademarks can be used on land-based casino machines, and merchandise, such as t-shirts, hats, and cups.

Land-based slot machines will soon be on hundreds of casino floors, magnifying the Powerball brand with chances to win cash.

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.

Partner Profile

MUSL is seeking a top-tier agency to assist us in identifying, coordinating, and managing national brand partnerships, sponsorships, and other types of business relationships that will enhance the Powerball game outreach, and grow brand awareness and revenues that support good causes.

Your agency will be able to connect MUSL with a wide variety of businesses, such as national and international multi-media producers and outlets, professional sports organizations, high-profile retailers, service providers, well-known manufacturers, and established technology companies, that want to form a strong partnership with Powerball and other national lottery games.

Opportunities can come from the following key areas:

- Professional Sports Leagues
- Travel / Leisure Industry
- Food / Beverage Industry
- Entertainment
- Financial Services

Agreements with partners can encompass the following types of projects:

- Sponsorships
- Licensing Agreements
- Promotions
- Game Design
- Fee Based Services
- Earned Media

Agency services will encompass a wide variety of marketing and promotional deliverables:

- Partner relationship brokering, facilitation and management.
- Promotional design and full execution
- Sponsorship identification and negotiation support
- Barter exchange programs.
- Licensing
- Publicity and media value exchange
- Creative production and management

Minimum Qualifications

Agencies interested in this opportunity must have at least ten (10) years of strategic marketing experience and be able to demonstrate a diversified account / client list with a minimum of ten (10) active accounts.

Presentations

Select agencies will be required to present in-person or virtual presentations at a date and time to be determined by MUSL. Presentations will be scheduled following the initial scoring of responses.

Non-Exclusive Rights

Agencies submitting Proposals in response to this request are solely responsible for the costs associated with their submissions. By issuing this request, MUSL is not offering to enter into a contract with any interested agency, nor does acceptance of a proposal or request for additional information constitute an agreement to enter into a contract with any interested company. MUSL reserves the right to enter into more than one agreement to address the needs as set forth in this request.

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.

Part 2 – Proposal

MUSL will employ a two-phase approach to determine which agency will be the best fit for our needs.

Your Proposal must include these mandatory requirements:

- **Agency Overview.** Please provide details about your agency, including size, location(s), mission and vision statements, core services, unique selling propositions, and relevant industry experience.
- **Case Study(ies) Focus and Examples.** A detailed description of your agency, including your core services, unique selling proposition, and relevant industry experience. Showcase your past successful partnership examples for us, with demonstrable results such as data analytics and insights.
- **Partnership Strategy.** A comprehensive partnership strategy tailored to the lottery industry, and specifically the Powerball game, outlining potential collaboration areas, key initiatives, and measurable goals. The agency must develop a foundational plan on which to build partnerships in terms of sponsorship, promotions, and revenue-driving opportunities.
- **Specific Ideas.** Creative concepts and management plans for joint marketing campaigns, content creation, or promotional activities.
- **Implementation Plans.** Detailed timeline for partnership execution, including key milestones and deliverables.
- **Collaboration Protocols.** Please provide communication and collaboration plans for seamless partnership management.
- **Performance Metrics.** MUSL wants to know what types, and how you will use and provide key metrics to measure partnership success (e.g., lead generation, website traffic, sales conversion, brand awareness), with an emphasis and focus on how the partnership performs.
- **Cost Proposal.** Service pricing, revenue-sharing or other types of payment schemes must be submitted with your Proposal.
- **Contract Terms.** Provide your standard terms and conditions, or edits to the proposed contract terms as provided for at the end of this RFP.

Part 3 – Evaluation

MUSL, in coordination with the Marketing and Promotions Committee, will evaluate each proposal across several scorable categories to determine the best value for the association. Evaluation criteria will cover the following areas:

- Alignment with MUSL Goals - How well does the agency's proposed partnership strategy align with our association's mission and strategies?
- Strategic Fit / Track Record - Relevance of the agency's industry expertise and proven success in previous partnerships with quantifiable results.
- Creativity and Innovation - Originality of proposed partnership concepts and marketing initiatives.
- Team Capability - Strength and experience of the dedicated partnership team at the agency, with start-to-finish staffing management.
- Pricing Models – How creative and efficient is the cost model for services? Does the agency understand the opportunity to drive revenue for the association within the confines of a partnership agreement?

Phase One

An Evaluation Team of experts in the fields of marketing and promotions will be established to review the Proposals. The highest scoring companies will be invited to interviews with the Team for Phase Two.

Proposals must focus on promotions, sponsorships, licensing, and media productions. MUSL is also interested in jointly developing new lottery games that appeal to existing and prospective lottery players. The Evaluation Team will review each Proposal in its entirety and narrow the field of interest by reviewing the information contained therein.

Here are a few examples that would be of interest:

- Event sponsorships and entity endorsements.
- Brand name licensing rights on goods and/or services that align with lottery games and missions.
- Lottery game development that meets certain requirements.
- Product placements that showcase Powerball and additional MUSL brands.
- Television shows and movies that portray and use the brands in a positive and meaningful way.
- Retail incentives that combine products and/or services with lottery games.
- Documentaries and docuseries focused on lotteries, players, beneficiaries, and communities in positive, entertaining treatments.
- Podcasts and radio shows that create excitement and provide a positive focus on the lottery industry.

Phase Two

During this Phase, the Team will hold interviews with you that will focus on alignment of goals between your company and MUSL, and the approach you offer to work with MUSL to achieve the goals and objectives of this RFP. This Phase may include presentations, and deep dives into case studies submitted by your agency.

The Evaluation Team during this Phase will drill down and focus on a thorough assessment of your agency's ability to showcase the Powerball and other brands, identify specific plans to move forward on partnerships, licensing initiatives, and other objectives identified in this RFP.

Phase Three

The final phase will be selection by the Evaluation Team, and contract negotiations. To avoid protracted contract negotiations, MUSL has provided a sample contract. Please provide any suggested revisions, or, your standard terms and conditions. Significant edits to the sample contract may be considered during the initial evaluation phase.

Part 4 – Schedule of Events

January 13, 2025: Request for Proposal issued

January 31, 2025: Questions from Interested Agencies due (email only: Procurement@MUSL.com – subject line “**Agency Response**”)

February 14, 2025: Responses from MUSL (questions will be anonymized; responses posted only to MUSL.com)

March 14, 2025: Proposals due to Procurement@MUSL.com subject line “Agency Response”

April 14 – April 21, 2025: Scoring Evaluation; Interviews with Selected Agencies

April 21, 2025: Selection and Contract Negotiation

April 28, 2025: Project Kick-off Meeting

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.

APPENDIX 1

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 at 8101 Birchwood Court, Suite R, Johnston, Iowa 50131, 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 \$XXXXX** 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, 8101 Birchwood Court, Suite R, Johnston, IA 50131, 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
8101 Birchwood Court, Suite R
Johnston, Iowa 50131
Bret@MUSL.com
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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(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