

**DEPARTMENT OF FINANCIAL SERVICES**  
**Division of Insurance Agents and Agency Services**  
 RULE NO.: RULE TITLE:  
 69B-241.035 Crimes of Moral Turpitude  
 NOTICE OF WITHDRAWAL

Notice is hereby given that the above rule, as noticed in Vol. 36, No. 23, June 11, 2010 issue of the Florida Administrative Weekly has been withdrawn.

## Section IV Emergency Rules

**DEPARTMENT OF THE LOTTERY**  
 RULE NO.: RULE TITLE:  
 53ER12-5 POWERBALL® Ticket Sales on  
 January 14, 2012

SUMMARY: On January 14, 2012, POWERBALL® tickets will not be available for purchase after 10:00 p.m., (ET). POWERBALL ticket sales will resume at 6:00 a.m., (ET) on January 15, 2012.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER12-5 POWERBALL® Ticket Sales on January 14, 2012.

On January 14, 2012, POWERBALL® tickets will not be available for purchase after 10:00 p.m., Eastern Time (ET). POWERBALL ticket sales will resume at 6:00 a.m., (ET) on January 15, 2012.

Rulemaking Authority 24.105(9)(h), 24.109(1) FS. Law Implemented, 24.105(9)(h) FS. History—New 1-11-12.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: January 11, 2012

**DEPARTMENT OF THE LOTTERY**  
 RULE NO.: RULE TITLE:  
 53ER12-6 POWERBALL®  
 SUMMARY: This emergency rule sets forth the provisions for the conduct of POWERBALL® and replaces Rules 53ER09-52 and 53ER11-38, F.A.C.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER12-6 POWERBALL®.

(1) Definitions.

The following words and terms, when used in this rule, have the following meanings, unless the context clearly indicates otherwise:

(a) Annuity prize – A Grand Prize paid in thirty annual installments.

(b) MUSL – The Multi-State Lottery Association.

(c) MUSL Board – The governing body of MUSL which is comprised of the chief executive officer of each party lottery.

(d) MUSL Powerball Product Group – The group of lotteries that have joined together to offer the Powerball lottery game under the terms of the MUSL agreement and MUSL Powerball Product Group rules.

(e) Party Lottery – A State lottery or lottery of a political subdivision or entity which has joined MUSL and, in the context of the Powerball Product Group Rules, which is authorized to sell the Powerball game.

(f) Licensee Lottery – A state lottery or lottery of a governmental unit, political subdivision or entity thereof which is not a Party Lottery but has agreed to comply with all applicable MUSL and Product Group requirements and has been authorized by the MUSL and by the Powerball Product Group to sell the Powerball game.

(g) Selling Lottery – A lottery authorized by the Product Group to sell Powerball tickets, including Party Lotteries and Licensee Lotteries.

(h) Set prize – All prizes except the Grand Prize that are advertised to be paid by a single lump-sum payment and, except as set forth in paragraph (6)(g), will be equal to the prize amount established by the MUSL Board for the prize level.

(2) How to Play POWERBALL.

(a) POWERBALL is a multi-state lottery on-line game. In POWERBALL, players select five (5) numbers from a field of one (1) through fifty-nine (59) and one (1) Powerball number from a separate field of one (1) through thirty-five (35).

(b) Players may make their POWERBALL ticket selections by marking a play slip or by telling the retailer their desired selections. There are five (5) panels on a play slip, each containing an upper play area and a lower play area. Each panel played will cost \$2.00 per drawing. Players may mark their desired numbers on the play slip by selecting six (6) numbers (five (5) in the upper play area and one (1) in the lower play area) from each panel played. Players may also mark the “QP” (Quick Pick) box located at the bottom of each play area for the terminal to randomly select any or all of the six numbers from either or both play areas. A “Void” box is also located at the bottom of each panel and should be marked by the player if an error was made in his or her selections in a panel. For each panel played, the first five of the six numbers appearing in a single horizontal row on a POWERBALL ticket

shall be the numbers selected from the upper play area of the play slip, and the last number shall be the Powerball number selected from the lower play area of the play slip.

(c) Players may mark the 5, 10 or 20 "Quick Picks" box to receive a ticket(s) with the selected number of sets of six (6) randomly selected numbers for the next POWERBALL drawing.

(d) Players must use only blue or black ink or pencil for making selections. Play slips must be processed by a retailer in order to obtain a ticket. Retailers also are authorized to manually enter numbers selected by a player.

(e) Players may play up to fifty-two (52) consecutive POWERBALL drawings by using the "advance play" feature. To use the advance play feature, players may either mark the number of drawings desired in the "Advance Play" section of a play slip or tell the retailer their desired number of consecutive advance drawings. The number of consecutive drawings marked will include the next available drawing and will apply to each panel (A-E) played.

(3) POWERBALL Drawings.

(a) POWERBALL drawings shall be conducted by MUSL two (2) times per week, on Wednesday and Saturday at approximately 10:59 p.m., ET.

(b) The Florida Lottery shall not be responsible for incorrect circulation, publication or broadcast of official winning numbers.

(4) Determination of Prize Winners.

In order for a ticket to be a winning ticket, numbers appearing in a single horizontal row on the ticket must match the official winning POWERBALL numbers in any order for the draw date for which the ticket was purchased, in one of the following combinations:

(a) Grand Prize: Five (5) numbers selected from the first set of balls plus the Powerball number selected from the second set of balls.

(b) Second Prize: Five (5) numbers selected from the first set of balls and not the Powerball number from the second set of balls.

(c) Third Prize: Four (4) numbers selected from the first set of balls plus the Powerball number selected from the second set of balls.

(d) Fourth Prize: Four (4) numbers selected from the first set of balls and not the Powerball number from the second set of balls.

(e) Fifth Prize: Three (3) numbers selected from the first set of balls plus the Powerball number selected from the second set of balls.

(f) Sixth Prize: Three (3) numbers selected from the first set of balls and not the Powerball number from the second set of balls.

(g) Seventh Prize: Two (2) numbers selected from the first set of balls plus the Powerball number selected from the second set of balls.

(h) Eighth Prize: One (1) number selected from the first set of balls plus the Powerball number selected from the second set of balls.

(i) Ninth Prize: No numbers selected from the first set of balls and the Powerball number selected from the second set of balls.

(5) POWERBALL Odds of Winning.

(a) The odds of winning the prizes described in subsection (4) are as follows:

1. Grand Prize – 1:175,223,510.0000

2. Second Prize – 1:5,153,632.6471

3. Third Prize – 1:648,975.9630

4. Fourth Prize – 1:19,087.5283

5. Fifth Prize – 1:12,244.8295

6. Sixth Prize – 1:360.1420

7. Seventh Prize – 1:706.4325

8. Eighth Prize – 1:110.8129

9. Ninth Prize – 1:55.4065

(b) The overall odds of winning a prize in a POWERBALL drawing are 1:31,8464.

(6) POWERBALL Prize Pool.

(a) Prize Pool. The prize pool for all prize categories shall consist of 50% of each drawing period's sales after the prize reserve accounts are funded to the amounts set by the MUSL Powerball Product Group.

(b) Prize Reserve Accounts. An amount equal to up to 2% of a party lottery's sales shall be deducted from a party lottery's grand prize pool and placed in trust in one or more prize reserve accounts until the party lottery's share of the prize reserve accounts reaches the amounts designated by the MUSL Powerball Product Group. Once the party lottery's share of the prize reserve accounts exceeds the designated amounts, the excess shall become part of the grand prize pool. The MUSL Powerball Product Group, with the approval of the MUSL Finance and Audit Committee, may establish a maximum balance for the prize reserve accounts. The shares of a party lottery may be adjusted with refunds to the party lottery from the prize reserve accounts as may be needed to maintain the approved maximum balance and shares of the party lotteries.

(c) Expected prize payout percentages.

The Grand Prize shall be determined on a pari-mutuel basis. Except as provided in these rules, all other prizes awarded shall be paid as set cash prizes with the following expected prize payout percentages:

<u>Tickets Containing The Following In One Single Lettered Game Section</u>	<u>Prize Category</u>	<u>Prize Payment</u>	<u>Approximate Percentage of Winnings Pool Allocated to Prize Category</u>
<u>Five first set numbers and the Powerball number</u>	<u>Grand Prize</u>	<u>Grand Prize</u>	<u>63.9511%</u>
<u>Five first set numbers</u>	<u>Second Prize</u>	<u>\$1,000,000</u>	<u>19.4038%</u>
<u>Four first set numbers and the Powerball number</u>	<u>Third Prize</u>	<u>\$10,000</u>	<u>1.5409%</u>
<u>Four first set numbers</u>	<u>Fourth Prize</u>	<u>\$100</u>	<u>0.5239%</u>
<u>Three first set numbers and the Powerball number</u>	<u>Fifth Prize</u>	<u>\$100</u>	<u>0.8167%</u>
<u>Three first set numbers</u>	<u>Sixth Prize</u>	<u>\$7</u>	<u>1.9437%</u>
<u>Two first set numbers and the Powerball number</u>	<u>Seventh Prize</u>	<u>\$7</u>	<u>0.9909%</u>
<u>One first set number and the Powerball number</u>	<u>Eighth Prize</u>	<u>\$4</u>	<u>3.6097%</u>
<u>The Powerball number</u>	<u>Ninth Prize</u>	<u>\$4</u>	<u>7.2194%</u>

(d) Prize money allocated to the Grand Prize category will be paid on a pari-mutuel basis, divided equally by the number of plays determined to be winners of the Grand Prize.

(e) The number of plays determined to be winners of the second through ninth prize categories will be paid as set cash prizes, except as provided in paragraph (6)(g) below. If all or any portion of the set prize pool is not awarded in the current POWERBALL drawing, that portion of the set prize pool shall be carried forward to subsequent POWERBALL drawings.

(f) If the total of the set prizes awarded in a POWERBALL drawing exceeds the percentage of the prize pool allocated to the set prizes, the amount needed to fund the set prizes shall be drawn from the following sources in the following order:

1. The amount allocated to the set prizes and carried forward from previous draws, if any.
2. An amount from the MUSL set prize reserve account, if available, not to exceed \$40,000,000 per Powerball drawing.

(g) If the sources set forth in paragraph (6)(f) are depleted and there still are not sufficient funds to pay the set prizes for a particular POWERBALL drawing, the highest set prize shall become a pari-mutuel prize. If the amount of the highest set prize, when paid as a pari-mutuel prize, is less than or equal to the next highest set prize and there are still not sufficient funds to pay the remaining set prizes, the next highest set prize shall become a pari-mutuel prize. If necessary, and under the same test conditions set forth in the preceding sentence, each succeeding set prize level shall be converted to a pari-mutuel prize, in order, until all set prizes become pari-mutuel. In that instance, the Party Lotteries and the Licensed Lotteries shall independently determine their pari-mutuel prize amounts and the MUSL Powerball Product Group shall determine the amount to be paid as the prize for each low tier prize level.

(h) Any interest or earnings accrued on a POWERBALL set prize prior to prize payment shall accrue to the State of Florida and not to the winner.

(7) POWERBALL Grand Prize.

(a) Players can choose one of two payment options for receiving their portion of the POWERBALL Grand Prize. Payment options are "Cash Option" and "Annual Payment."

(b) Grand Prize winners have sixty (60) days after the winning draw date to choose between the two (2) payment options. Once the Grand Prize winner signs the Winner Claim Form, files a claim and exercises the winner's chosen option, the election of that option shall be final and cannot be revoked, withdrawn or otherwise changed except as provided in paragraph (7)(i) below.

(c) In order to select the Cash Option, the Grand Prize winner must submit his or her ticket for payment within sixty (60) days after the winning draw date. If the Grand Prize winner does not elect the Cash Option within sixty (60) days after the winning draw date, the Annual Payment option will be applied, except as provided in paragraph (7)(f) below.

(d) Shares of the Grand Prize shall be determined by dividing the cash available in the Grand Prize pool equally among all winners of the Grand Prize. A Grand Prize winner who chooses the Cash Option will receive his or her share of the cash available in the Grand Prize pool in a single cash payment, less applicable withholding taxes.

(e) If a Grand Prize winner elects the Annual Payment option, his or her share of the Grand Prize will be paid in thirty (30) equal annual installments, each less applicable withholding taxes. The amount of the prize shall be determined by multiplying the winner's share of the Grand Prize pool by the MUSL annuity factor. The MUSL annuity factor is determined by the best total securities price obtained through a competitive bid of qualified, pre-approved brokers made after the prize is claimed. MUSL shall purchase and hold the investments that shall fund the Grand Prize winner's prize payments. Neither MUSL nor the selling lotteries shall be responsible or liable for changes in the advertised or estimated annuity prize amount and the actual amount purchased after the prize payment method is actually known to MUSL.

(f) If individual shares of the cash held to fund Annual Payments are less than \$250,000, the Product Group, in its sole discretion, may elect to pay the winners their share of the cash held in the Grand Prize pool.

(g) Annuitized payment of the grand prize or a share of the grand prize will be rounded to the nearest one thousand dollars (\$1,000) to facilitate the purchase of an appropriate funding mechanism. Rounding differences on an annuitized grand prize

win shall be added to the first cash payment to the winner or winners. Prizes other than the grand prize, which under this rule may become single-payment, pari-mutuel prizes, will be rounded down so that prizes can be paid in multiples of whole dollars. Rounding differences resulting from rounding these prizes shall be carried forward to the prize pool for the next drawing.

(h) The Florida Lottery will make the initial and any subsequent payments of a prize upon receipt of funds for such prize from MUSL.

(i) In the event of the death during the annuity payment period of a POWERBALL winner who elected the Annual Payment option, the estate of the deceased winner (the "Estate") may file a petition with the Florida Lottery to accelerate payment of all the remaining prize proceeds to the Estate. Such petition will be forwarded by the Florida Lottery to MUSL for processing.

(j) If the Grand Prize is not won in a drawing, the prize money allocated for the Grand Prize shall roll over and be added to the Grand Prize pool for the following drawing.

(k) Guaranteed Grand Prize.

On occasion, guaranteed minimum Grand Prize amounts or minimum increases in the Grand Prize amount between drawings will be offered for promotional purposes. If a minimum Grand Prize amount or a minimum increase in the Grand Prize amount between drawings is offered, the Grand Prize shares shall be determined as follows:

1. If there are multiple Grand Prize winners during a single drawing, each selecting the Annual Payment option, then a winner's share of the guaranteed Grand Prize shall be determined by dividing the guaranteed Grand Prize by the number of winners.

2. If there are multiple Grand Prize winners during a single drawing and at least one of the Grand Prize winners has elected the Annual Payment option, then the best bid submitted by MUSL's pre-approved qualified brokers shall determine the cash pool needed to fund the guaranteed Grand Prize.

3. If no winner of the Grand Prize during a single drawing has elected the Annual Payment option, then the amount of cash in the Grand Prize pool shall be an amount equal to the guaranteed amount divided by the average annuity factor of the most recent three best quotes provided by MUSL's pre-approved qualified brokers submitting quotes.

4. In no case shall quotes be used which are more than two weeks old and if fewer than three quotes are submitted, then MUSL shall use the average of all quotes submitted.

(l) Federal income taxes shall be applied and withheld from the prize amount at the time payment is made, pursuant to applicable provisions of the Internal Revenue Code and Code of Federal Regulations.

(m) Any interest or earnings accrued on a POWERBALL Grand Prize prior to prize payment shall accrue to MUSL and not to the winner.

(8) Power Play® Option.

(a) The Power Play option shall be available in association with the POWERBALL game. The Power Play option will be conducted in accordance with the POWERBALL rules. The POWERBALL Grand Prize will not be eligible for increase under the Power Play option.

(b) At the time of purchasing a POWERBALL ticket, a player may choose the Power Play option for an additional \$1.00 per play for each play on the POWERBALL ticket.

(c) POWERBALL tickets that contain the Power Play option and one or more plays eligible for POWERBALL set prizes shall be entitled to a prize as follows:

Match	Prize Amount
Match 5+0	\$2,000,000
Match 4+1	\$40,000
Match 4+0	\$200
Match 3+1	\$200
Match 3+0	\$14
Match 2+1	\$14
Match 1+1	\$12
Match 0+1	\$12

(d) The prize pool for Power Play set prizes shall consist of up to 49.96% of Power Play sales after POWERBALL prize reserve accounts are funded to the amounts set by MUSL. The prize pool percentage allocated to Power Play set prizes shall be carried forward to subsequent Power Play drawings if all or a portion of the percentage is not required to pay the set prizes for the current Power Play drawing.

(e) An additional .04% of Power Play sales will be collected and placed in prize reserve accounts until the prize reserve accounts meet the amounts designated by MUSL.

(f) If, with respect to a single POWERBALL drawing, the total of the POWERBALL set prizes and the Power Play prizes awarded in a drawing exceeds the percentage in the prize pools allocated to the set prizes, the amount needed to fund those set prizes shall be drawn from the following sources in the following order:

1. The amount allocated to the set prizes and carried forward from previous POWERBALL drawings and Power Play drawings, if any.

2. An amount from the POWERBALL set prize reserve account, if available, not to exceed \$40,000,000 per drawing.

(g) If the sources set forth in paragraph (8)(f) are depleted and there still are not sufficient funds to pay the set prizes for a particular POWERBALL drawing and associated Power Play drawing, the highest set prize, including the Power Play prize amounts, shall become a pari-mutuel prize. If the amount of the highest set prize, when paid as a pari-mutuel prize, is less than or equal to the next highest set prize and there are still not sufficient funds to pay the remaining prizes, the next highest set prize, including the Power Play prize amounts, shall become a pari-mutuel prize. If necessary under the same test set forth in the preceding sentence, each succeeding set prize level shall be converted to a pari-mutuel prize, in order, until

all set prizes become pari-mutuel. If all set prizes are converted to pari-mutuel prizes, the money available from the funding sources listed in paragraph (8)(f) shall be divided among the winning plays in proportion to their respective prize percentages. In the event there are sufficient funds to pay the Powerball set prize amounts but the money available to pay the Power Play prize amounts is insufficient due to an unanticipated number of winners, the Group may announce pari-mutuel shares of the available pool for the Power Play payment only.

(h) Power Play set prizes which become pari-mutuel will be rounded down so that they can be paid in multiples of whole dollars. Funds remaining after rounding shall be carried forward to the prize pool for the next drawing.

(i) Except as otherwise provided, all Power Play prizes shall be paid in single, lump-sum payment.

(j) When the POWERBALL set prizes become pari-mutuel, the POWERBALL set prize amounts will be less than the amount shown in paragraph (6)(c) above and the Power Play prizes shall be changed to an amount announced after the drawing.

(9) POWERBALL Rules and Prohibitions.

(a) By purchasing a POWERBALL ticket, a player agrees to comply with and abide by all rules of the Florida Lottery.

(b) Florida POWERBALL prizes shall be claimed only through a Florida Lottery retailer or Lottery office beginning on the day following the drawing. The Lottery is not authorized to accept claims or pay prizes for POWERBALL tickets purchased in other jurisdictions. POWERBALL prize payments shall be made in accordance with rules of the Florida Lottery governing payment of prizes. A copy of the current rule can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

(c) Subject to a retailer’s hours of operation and on-line system availability, POWERBALL lottery tickets are available for purchase daily between the hours of 6:00 a.m. and 12:00 midnight, Eastern Time (ET). Ticket sales for a specific POWERBALL drawing will close at 10:00 p.m., ET, on the night of the drawing. Any ticket sold after the close of game will be printed with the next POWERBALL draw date.

(d) Powerball tickets cannot be cancelled.

(10) The effective date of this emergency rule is January 15, 2012.

Rulemaking Authority 24.105(9)(a), (b), (c), (e), (f), (h), 24.109(1), 24.115(1) FS. Law Implemented, 24.105(9)(a), (b), (c), (e), (f), (h), 24.115(1), 24.116(1), 24.117(2), 24.124(1) FS. History—New 1-15-12, Replaces 53ER09-52 and 53ER11-38.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE  
EFFECTIVE DATE: January 15, 2012

**DEPARTMENT OF THE LOTTERY**

RULE NO.: 53ER12-7  
RULE TITLE: POWERBALL® and PowerPlay® Retailer Incentive

SUMMARY: The rule sets forth the provisions for the POWERBALL® and Power Play® Retailer Incentive.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Department of the Lottery, 250 Marriott, Tallahassee, Florida 32301

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER12-7 POWERBALL® and Power Play ® Retailer Incentive.

(1) Beginning January 15, 2012, through February 25, 2012, the Florida Lottery will conduct the POWERBALL® and Power Play® Retailer Incentive. For every 20th POWERBALL ticket sold in their stores, Florida Lottery retailers will receive an entry into a retailer drawing for a chance to win \$10,000. Retailers will receive an additional entry for every 20th Power Play ticket sold in their stores.

(2) Entries earned from January 15, 2012, through February 4, 2012, will be entered into Retailer Drawing 1 on February 7, 2012, and entries earned from February 5, 2012, through February 25, 2012, will be entered into Retailer Drawing 2 on February 28, 2012.

<u>Retailer Drawing</u>	<u>Drawing Date</u>	<u>From Entries Earned</u>
<u>1</u>	<u>February 7, 2012</u>	<u>Sunday, January 15, 2012 – Saturday, February 4, 2012</u>
<u>2</u>	<u>February 28, 2012</u>	<u>Sunday, February 5, 2012 – Saturday, February 25, 2012</u>

(3) On each of the two drawing dates, one corporate retailer drawing and one independent retailer drawing will be held for each of the nine Florida Lottery Sales Districts to randomly select winning retailers. One corporate and one independent retailer winner will be selected in Sales District 1 (Tallahassee), Sales District 3 (Pensacola), Sales District 4 (Jacksonville), Sales District 5 (Gainesville), Sales District 10 (Fort Myers) and Sales District 11 (West Palm Beach); two corporate and two independent retailer winners will be selected in Sales District 6 (Orlando) and Sales District 9 (Tampa); and two corporate and four independent retailer winners will be selected in Sales District 13 (Miami). Each winning retailer will receive a cash prize of \$10,000.

<u>Florida Lottery Sales District</u>	<u>Retailer Prize</u>	<u>Number of Corporate Retailer Winners</u>	<u>Number of Independent Retailer Winners</u>
<u>Tallahassee</u>	<u>\$10,000</u>	<u>1</u>	<u>1</u>
<u>Pensacola</u>	<u>\$10,000</u>	<u>1</u>	<u>1</u>
<u>Jacksonville</u>	<u>\$10,000</u>	<u>1</u>	<u>1</u>

Gainesville	\$10,000	1	1
Orlando	\$10,000	2	2
Tampa	\$10,000	2	2
Ft. Myers	\$10,000	1	1
West Palm Beach	\$10,000	1	1
Miami	\$10,000	2	4
Total Number of Retailer Winners Per Drawing		12	14

(4) Retailers will receive their cash prize check within approximately three weeks of the drawing date.

(5) Retailers whose Florida Lottery contracts are terminated or inactivated prior to the award of the cash prize shall be paid the cash prize provided the termination or inactivation was not due to non-compliance with Florida Lottery laws, rules or contract terms.

(6) A cash prize will be considered compensation to the retailer for Internal Revenue Service purposes. The Florida Lottery reserves the right to apply the cash prize earned against a retailer's outstanding debt to the Florida Lottery.

Rulemaking Authority 24.105(9)(i), 24.109(1) FS. Law Implemented 24.105(9)(i), 24.112(1) FS. History—New 1-11-12.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.  
EFFECTIVE DATE: January 11, 2012

**DEPARTMENT OF THE LOTTERY**

RULE NO.: 53ER12-8  
RULE TITLE: Retailer POWERBALL® Bonus Commission Program

SUMMARY: The Florida Lottery will conduct the Retailer POWERBALL Bonus Commission Program in which bonus commissions will be awarded to the retailer(s) that sells a POWERBALL® or POWERBALL with Power Play® jackpot winning ticket, a POWERBALL 5-of-5 winning ticket or a POWERBALL with Power Play 5-of-5 winning ticket. The emergency rule replaces Emergency Rule 53ER08-86, F.A.C. THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER12-8 Retailer POWERBALL® Bonus Commission Program.

(1) The Florida Lottery will conduct, as a retailer sales incentive, a Retailer POWERBALL® Bonus Commission Program (“Program”).

(a) Florida Lottery retailers who sell a winning POWERBALL ticket for a \$40 million starting jackpot will receive a bonus commission of \$20,000. An additional \$20,000 bonus commission will be paid to the retailer if the winning jackpot ticket was a POWERBALL-with Power Play® ticket. In the event that no winning jackpot ticket is sold for a POWERBALL drawing, the bonus commission amount will increase by \$5,000 per drawing until a winning jackpot ticket is sold up to a maximum bonus commission of \$100,000. In the event that multiple Florida Lottery retailers sell a winning POWERBALL or POWERBALL with Power Play jackpot ticket, the bonus commission will be shared equally.

(b) Florida Lottery retailers who sell a POWERBALL ticket that wins \$1 million for matching 5-of-5 numbers will receive a \$1,000 bonus commission.

(c) Florida Lottery retailers who sell a POWERBALL-with Power Play ticket that wins \$2 million for matching 5-of-5 numbers will receive a \$5,000 bonus commission.

(2) Bonus commissions are in addition to the regular five percent sales commission set forth in Emergency Rule 53ER05-14, Florida Administrative Code. Award of a bonus commission is not dependent upon the POWERBALL jackpot winning ticket, POWERBALL 5-of-5 winning ticket or POWERBALL-with Power Play 5-of-5 winning ticket being claimed by the winner.

(3) Retailers whose Florida Lottery contracts are terminated or inactivated prior to the bonus commission award shall be paid the bonus commission earned provided said termination or inactivation was not due to noncompliance with Chapter 24, Florida Statutes, Chapter 53, Florida Administrative Code, or contract terms.

(4) A bonus commission will be considered compensation to the retailer for Internal Revenue Service purposes. The Florida Lottery reserves the right to apply a bonus commission earned against a retailer's outstanding debt to the Florida Lottery, and to award the remaining balance of the bonus commission, if any.

(5) Bonus commissions are subject to availability of funds appropriated for retailer incentives. This Program is subject to cancellation by future emergency rule if retailer incentive funding is not appropriated or if the Florida Lottery determines that it is no longer in the state's best interest to use such funds for this purpose.

(6) This emergency rule replaces Emergency Rule 53ER08-86, Florida Administrative Code.

(7) The effective date of this emergency rule is January 15, 2012.

Rulemaking Authority 24.105(9)(i), 24.109(1) FS. Law Implemented 24.105(9)(i), 24.112(1) FS. History—New 1-15-12, Replaces 53ER08-86.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: January 15, 2012

**DEPARTMENT OF THE LOTTERY**

RULE NO.: 53ER12-9  
 RULE TITLE: WHEEL OF FORTUNE® Second Chance Promotion

SUMMARY: The Department of the Lottery will conduct a WHEEL OF FORTUNE® Second Chance Promotion from September 6, 2011, through August 14, 2012, in which special prizes will be awarded. This emergency rule replaces Emergency Rule 53ER11-49, F.A.C.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32301

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER12-9 WHEEL OF FORTUNE® Second Chance Promotion.

(1) Beginning September 6, 2011, and continuing through August 14, 2012, the Florida Lottery (or “Lottery”) will conduct the WHEEL OF FORTUNE® Second Chance Promotion in which players can enter their non-winning WHEEL OF FORTUNE® Florida Lottery Scratch-Off tickets on the Florida Lottery website for a chance to win one (1) of eight (8) trips to Hollywood, California, and a chance to play a lottery players-only, non-broadcast game of WHEEL OF FORTUNE® and win up to one million dollars (\$1,000,000).

(2) To enter a non-winning WHEEL OF FORTUNE® Scratch-Off ticket in one of the Hollywood Trip Grand Prize Second Chance Drawings (“Hollywood Trip Drawings”) further described in paragraph (4)(a) below, players must enter on the Florida Lottery’s website at www.flalottery.com. On the home page of the Lottery’s website, players can click on the WHEEL OF FORTUNE®-banner(s) and follow the directions. Players will be prompted to log in or register. The 24-digit ticket serial number (4-digit game number and 20-digit ticket number) is located at the bottom on the front of a WHEEL OF FORTUNE®-Scratch-Off ticket under the latex covering. Players are to Scratch off the latex covering to reveal the number and enter the 20-digit ticket number in the designated ticket entry area on the website. At the time of entering a non-winning WHEEL OF FORTUNE®-ticket, players will be provided an option to play the WHEEL OF FORTUNE® interactive game on the website, where the number of entries and the Wheel Gold Award assigned to the ticket will be revealed. If players choose not to play the game or if they experience technical problems while playing the game, the entries that would have been revealed in the course of playing

the game will be credited to their entry account for that draw period. Each non-winning WHEEL OF FORTUNE® Scratch-Off ticket is randomly assigned a predetermined number of entries from 1 to 5, and a predetermined Wheel Gold Award from 25 to 500 that can be used on the Game Show Network’s Facebook page to play the WHEEL OF FORTUNE® Facebook game.

(3) Players may enter as many times as they wish during the contest period; however, each valid ticket number may only be used one (1) time, for one (1) opportunity to receive entries in one (1) Hollywood Trip Drawing. All entries received from September 6, 2011, through 11:59:59 p.m. (ET) on August 14, 2012, excluding entries selected as winners in the Hollywood Trip Drawings, will also be included in the Preliminary Multi-State Second Chance One Million Dollar Bonus Drawing (“Preliminary Drawing”) on August 16, 2012. Non-winning WHEEL OF FORTUNE® Scratch-Off tickets entered from January 11, 2012 through August 14, 2012, will be eligible only for entry in the Preliminary Drawing. Tickets should not be mailed to the Lottery unless players are contacted by the Florida Lottery and requested to do so. Non-winning tickets received in the mail by the Florida Lottery will not be entered in the drawing and will not be returned. The odds of winning are dependent upon the number of entries received. Winning WHEEL OF FORTUNE® tickets cannot be used for entry in the promotion.

(4) Drawings.

(a) Hollywood Trip Drawings. Four (4) Hollywood Trip Drawings will be held during the period of October 5, 2011, through January 11, 2012, from entries received by midnight the night before each drawing. The drawing dates are:

Drawing	Drawing Date	From Entries Received
1	Wednesday, October 5, 2011	September 6, 2011 – October 4, 2011
2	Wednesday, November 2, 2011	October 5, 2011 – November 1, 2011
3	Wednesday, November 30, 2011	November 2, 2011 – November 29, 2011
4	Wednesday, January 11, 2012	November 30, 2011 – January 10, 2012

1. In each of the four (4) Hollywood Trip Drawings, two (2) Grand Prize winners will each win a trip to Hollywood, California, and fifteen (15) Second Prize winners will each win a Nintendo Wii™ video game system with a WHEEL OF FORTUNE® video game. A total of eight (8) Grand Prizes and sixty (60) Second Prizes will be awarded in the Hollywood Trip Drawings.

2. The first two (2) valid entries drawn will each win a Grand Prize and the third through seventeenth valid entries drawn will win a Second Prize. The third through seventeenth valid entries will be used in the order in which they were drawn to select an alternate Grand Prize winner in the event the Grand

Prize cannot be awarded. The Florida Lottery will attempt to notify each winner by telephone, U.S. mail or email using the contact information provided in the winner's registration data no later than one (1) week after the winners are drawn. If the Florida Lottery is unable to contact a Grand Prize winner within three (3) weeks of the date of the drawing, the winner will forfeit his or her right to claim the prize and the Florida Lottery will award the prize to an alternate winner. If the Florida Lottery is unable to contact the alternate winner within three (3) weeks, the alternate winner will forfeit his or her right to claim the prize and the Florida Lottery will award the prize to a second alternate winner. This process will continue until an alternate is contacted and the prize is claimed in accordance with subparagraph (4)(a)3. below, or the Florida Lottery has exhausted the list of available alternates, provided that, to meet the schedule for the Hollywood Trip, which is anticipated to take place on or about April 17, 2012, the last date upon which the Lottery will attempt to contact an alternate winner will be March 1, 2012. If the Lottery is unable to contact an alternate by that date, the Grand Prize will not be awarded. An alternate winner who has not claimed the Second Prize at the time of notification will be awarded only the Grand Prize. An alternate winner who has claimed the Second Prize at the time of notification may retain the Second Prize. If the Florida Lottery is unable to contact a Second Prize winner within three (3) weeks of the date of the drawing, the winner will forfeit his or her right to claim the prize and the Second Prize will not be awarded.

3. All entries in the Hollywood Trip Drawings are subject to validation by the Florida Lottery and may be disqualified if eligibility requirements are not met. To claim a prize in a Hollywood Trip Drawing, the player must submit to the Florida Lottery the original valid non-winning WHEEL OF FORTUNE® ticket bearing the entry number selected in the drawing. Without such ticket, the player will forfeit his or her right to claim a prize. Winners must submit the valid entry ticket along with a completed Winner Claim Form DOL-173-2, revised 02/11 or Spanish Winner Claim Form DOL-173-2S, revised 02/11, appropriate identification and a notarized Florida Lottery Release and Authorization Form DOL-474, revised 10/08 or Spanish Florida Lottery Release and Authorization Form DOL-474S, effective 09/11, within seven (7) days of notification by the Florida Lottery that they are a winner. If a winner does not return the required forms within seven (7) days of notification, the winner will forfeit his or her right to claim the prize and the Florida Lottery will award the prize to an alternate winner as described above. Forms DOL-173-2, DOL-173-2S, DOL-474, and DOL-474S are hereby incorporated by reference and may be obtained at any Lottery office, from the Florida Lottery's website at [www.flalottery.com](http://www.flalottery.com), or by writing to: Florida Lottery, Office of Customer Service, 250 Marriott Drive, Tallahassee, Florida 32399-4016.

4. Upon the Florida Lottery's receipt of a winner's required documentation, the Lottery will notify the primary fulfillment company, Scientific Games International, Inc. ("SGI") of the name of the winner. SGI will ship the Wii™ and WHEEL OF FORTUNE® video game package prizes to Second Prize winners within approximately fifteen (15) business days after notification from the Florida Lottery. The estimated retail value of the Second Prize is two hundred fifty dollars (\$250). The fulfillment company will contact the Grand Prize winners within approximately ten (10) days to make arrangements for the Hollywood Grand Prize trip.

5. The prizewinners in each Hollywood Trip Drawing will be posted on [www.flalottery.com](http://www.flalottery.com), on the day of the draw.

(b) Multi-State Second Chance One-Million Dollar Bonus Drawing. One (1) Preliminary Multi-State Second Chance One-Million Dollar Bonus Drawing ("Preliminary Drawing") will be held on August 16th, 2012, from entries received between September 6, 2011, and 11:59:59 p.m. (ET) on August 14, 2012, and not selected for a Hollywood Trip in a Hollywood Trip Drawing. Eight (8) entries will be randomly selected to be included in the Multi-State Second Chance One-Million Dollar Bonus Drawing ("Multi-State Bonus Drawing") for a chance to win a cash prize of up to one million dollars (\$1,000,000). The Multi-State Bonus Drawing will include eligible entries from all participating lotteries, including the eight (8) Florida Lottery entries selected in the Preliminary Drawing, and will be held on or about September 17, 2012. Lottery players will not be present for the Multi-State Bonus Drawing event. In the Multi-State Bonus Drawing, one (1) entry will be selected to win a prize of up to one million dollars (\$1,000,000) with a minimum prize amount of fifty thousand dollars (\$50,000). Four (4) additional entries will be selected as alternates. The lottery from which the Million Dollar Bonus entry originated will make all reasonable efforts to contact the winner within thirty (30) business days following the date of the drawing. If personal contact is not made within thirty (30) business days following the date of the drawing, reasonable efforts will be made to contact the first alternate. If the winner or an alternate is from Florida, the Florida Lottery will attempt to notify the winner or alternate by telephone, U.S. mail or email using the contact information provided in the winner's registration data within thirty (30) business days following the date of the drawing. If personal contact is not made within thirty (30) business days following the date of the drawing, the winner or alternate will forfeit his or her right to claim the prize and the prize will be awarded to an alternate winner. This process will continue until an alternate winner is contacted.

(5) Hollywood Trip Grand Prize. Each Hollywood Trip Grand Prize winner ("Grand Prize winner") will win a five-day, four-night trip for the Grand Prize winner and up to three (3) guests to Los Angeles, California. Each prize includes:



1. Roundtrip coach airfare for up to four (4) people from any U.S. airport to Los Angeles, California (inclusive of all associated airfare fees, taxes and surcharges);

2. All ground transfers between the airport and the hotel, studio, various Hollywood and/or Los Angeles area attractions and Scientific Games International, Inc. ("SGI") hosted events;

3. Accommodations of up to two (2) deluxe hotel room(s) for four (4) nights (double occupancy, room and room tax only); and

4. Four thousand one hundred twenty-five dollars (\$4,125) in cash, less tax withholding on the value of the Hollywood trip.

(6) Grand Prize winners and their guest(s) will be provided a welcome reception the evening of their arrival to Hollywood and a grand finale party on their last evening in Hollywood.

(7) Pre-Production Day. The Hollywood Trip Grand Prize includes a pre-production day on the WHEEL OF FORTUNE® stage at Sony Pictures Studios to be attended by Grand Prize winners and guests. The pre-production day will provide the opportunity for all Grand Prize winners to spin the WHEEL OF FORTUNE® wheel one (1) time ("Wheel Spin") for a chance to win a cash prize ranging from three-hundred dollars (\$300) to ten-thousand dollars (\$10,000). During the pre-production day, Grand Prize winners will also participate in the selection process to determine which Grand Prize winners will play in the ten (10) non-broadcast experiential WHEEL OF FORTUNE® games (each an "Experience Game") to take place on the production days that follow. Grand Prize winners from all participating state lotteries will be divided into ten (10) groups (each a "Show Group"). Three (3) Grand Prize winners from each Show Group (the "Grand Prize Winner Contestants") will be randomly selected to play in the Experience Games. A total of thirty (30) Grand Prize Winner Contestants shall be selected to play the ten (10) Experience Games, and each Experience Game shall be collectively played by three (3) Grand Prize Winner Contestants.

(8) Experience Game Production Days. The Hollywood Trip Grand Prize includes one (1) Experience Game ticket to WHEEL OF FORTUNE® for the Grand Prize winner and each of the Grand Prize winner's guest(s). Grand Prize winners' guests may sit with Grand Prize winners in the audience but will not be eligible to be contestants on the Experience Game. Grand Prize Winner Contestants will attend training to review the rules of the Experience Game and learn how to play WHEEL OF FORTUNE®. Grand Prize Winner Contestants shall play a non-broadcast Experience Game on the WHEEL OF FORTUNE® stage with Pat Sajak and Vanna White, and have the opportunity to win cash and vehicle prizes; and, as part of a bonus round, may have a chance to win up to one-million dollars (\$1,000,000) if the million dollar prize is qualified during regular game play to be added to the bonus round.

(9) Million Dollar Bonus Wheel Spin-Off. Following the completion of the Experience Games, a special one-million dollar (\$1,000,000) bonus spin-off event (the "Million Dollar Bonus Wheel Spin-Off") will occur. A random drawing will be conducted among all Grand Prize winners from each Show Group to select one (1) Grand Prize winner from each Show Group to become a contestant ("Spin-Off Contestant") in the Million Dollar Bonus Wheel Spin-Off. Each Spin-Off Contestant selected from the Experience Games will spin the WHEEL OF FORTUNE® Bonus Wheel ("Bonus Wheel") in Round One for a chance to advance to Round Two. If the Spin-Off Contestant advances to Round Two, the Spin-Off Contestant will spin the Bonus Wheel for a chance to win up to one-million dollars (\$1,000,000). Spin-Off Contestants are guaranteed to win a minimum prize amount of five-thousand dollars (\$5,000).

(10) The Grand Prize Trip does not include: mileage, insurance, gratuities, meals, parking fees, baggage fees, alcoholic beverages (other than those served without charge at any reception and/or party), any items not expressly specified and personal expenses such as telephone calls, valet service, laundry, incidentals and the like, as well as revision or cancellation fees which may be charged by the hotel or other suppliers.

(11) The Grand Prize Trip is not transferable or assignable without the express written consent of the Lottery. If the Prizewinner advises the Lottery in advance that he or she is unable to take the Grand Prize Trip, the Grand Prize winner will receive the cash portion of the Grand Prize and may designate a proxy to use the travel portion of the Grand Prize in his or her stead and participate in the Experience Game; in such event, the Grand Prize winner shall receive any prize won by the proxy and the Grand Prize Trip and all prizes won by the proxy in the Experience Game will be taxable to the Grand Prize winner.

(12) If a Grand Prize winner is traveling via air and fails to appear at the designated time and place of departure, the airfare portion of the prize shall be forfeited and the Grand Prize winner shall be responsible for making alternative arrangements to travel to Los Angeles at his or her own expense.

(13) Unless prior alternative arrangements have been made, if a Grand Prize winner fails to check in to the hotel when he or she arrives in Los Angeles, the hotel portion of the prize shall be forfeited.

(14) If a Grand Prize winner fails to arrive at the studio for his or her scheduled participation in the non-broadcast Experience Game, the Grand Prize winner forfeits the right to personally participate in an Experience Game; however, a proxy shall play in the Grand Prize winner's place and all prizes won by the proxy shall be awarded and taxable to the Grand Prize winner.

(15) In the event that a Grand Prize winner is unable to attend the trip due to unforeseen circumstances, and there is insufficient time to designate a person to take the trip in his or her stead as described in subsection (12) above, the balance of the trip prize shall be forfeited; however, the Lottery or SGI will appoint a proxy to play the Experience Game for the Grand Prize winner. The Grand Prize winner shall receive and be taxable on any prizes won by the proxy.

(16) The Grand Prize winner must be 18 years of age or older to play the WHEEL OF FORTUNE® Experience Game.

(17) The minimum age requirement for any audience member at WHEEL OF FORTUNE® is eight (8) years.

(18) The Grand Prize winner is solely responsible for the actions of the guest(s) who accompanies the Prizewinner to the event. If a Grand Prize winner's guest is a minor, the Grand Prize winner must either be the parent or legal guardian of such guest, or must present a notarized, written consent from the minor's parent or legal guardian for the minor guest to accompany the Grand Prize winner on the Grand Prize Trip.

(19) The Grand Prize winners, designee(s), or guest(s) must have a valid credit card or shall be required to post cash deposit for incidentals to check in to the hotel.

(20) Taxes.

(a) The Lottery shall withhold from the four-thousand, one-hundred, twenty-five dollars (\$4,125) cash portion of the Hollywood Trip Grand Prize federal income tax withholding on the total retail value of the Hollywood Trip Grand Prize. The total retail value of each Hollywood Trip Grand Prize is twelve-thousand, five-hundred dollars (\$12,500).

(b) Federal income taxes are required to be withheld from a prize awarded to a nonresident alien claimant at the rate of thirty percent (30%) pursuant to applicable provisions of the Internal Revenue Code. Because there is no cash awarded in connection with the Second Prizes in the Hollywood Trip Drawings from which to withhold taxes, a nonresident alien claimant who is selected as a winner of a Second Prize will be required to pay the withholding tax or forfeit the prize. The reporting and subsequent payment of any additional federal, state and/or local taxes shall be the responsibility of the nonresident alien winner.

(c) SGI shall pay prizewinners the Pre-Production Day prizes, the Million Dollar Bonus Wheel Spin-Off prizes, and the prize awarded in the Million Dollar Bonus Drawing. SGI shall withhold federal and any applicable state withholding tax payments on behalf of each prizewinner and mail a check and IRS Form W-2G to the prizewinner within ten (10) business days.

(d) PCI, the prize fulfillment company for Sony Pictures Consumer Products, as agent for Califon Productions, Inc., shall pay all cash prizes won by Prizewinner Contestants on the Experience Game shows. PCI shall withhold federal and California withholding tax payments and provide each winner the appropriate IRS tax Form.

(e) Prizewinner Contestants may opt to take the cash equivalent of any vehicle prizes won during the Experience Game. In such case, PCI shall withhold federal and California withholding tax payments on behalf of each Prizewinner Contestant that selects the cash option. If a Prizewinner Contestant waives the cash option, PCI shall fulfill the vehicle prize and provide each winner the appropriate IRS tax Form. The Prizewinner Contestant shall be responsible for the payment of any applicable taxes on the value of the vehicle.

(f) Except as specifically mentioned herein, payment of all federal, state and/or local taxes or other fees on the prizes won in conjunction with a winner's participation in the WHEEL OF FORTUNE® Second Chance Promotion will be the responsibility of the winner.

(21) The Florida Lottery, SGI, PCI and their respective parent companies, affiliates, subsidiaries, directors, officers, agents and employees assume no liability or responsibility for damages, losses, or injury resulting from this promotion or the acceptance or use of a prize and provide no warranty for any prizes won on WHEEL OF FORTUNE® Experience Game. Any warranties and guarantees are those of the manufacturer only.

(22) All entries are subject to validation by the Florida Lottery and may be disqualified if eligibility requirements are not met.

(23) No cash option is available in lieu of WHEEL OF FORTUNE® Second Chance Promotion non-cash prizes awarded by the Florida Lottery. No substitutes for prizes are available, except by the Florida Lottery, which reserves the right, in its sole discretion, to substitute different prizes of comparable value should the Grand Prize or Second Prize become unavailable.

(24) If the winner of a Hollywood Trip Grand Prize is identified as owing an outstanding debt to a state agency or child support collected through a court, the debt will be collected in accordance with Section 24.115, F.S. If the debt is an amount less than the cash portion of the prize, the non-cash portion of the prize and the cash portion of the prize less withholding taxes and the amount owed, shall be awarded. If the winner is identified as owing such a debt in an amount greater than the cash portion of the prize, the winner's entire cash portion of the prize will be applied toward the outstanding debt as provided in Section 24.115, F.S., and the winner will receive the remaining non-cash portion of the prize, if any.

(25) All prizes are subject to the provisions of Chapter 24, F.S., and rules promulgated thereunder.

(26) Players must be at least 18 years of age. Persons prohibited by Section 24.116, F.S., from purchasing a Florida Lottery ticket are not eligible to play.

(27) By entering the WHEEL OF FORTUNE®-Second Chance Promotion, a player gives his or her permission for the Florida Lottery to provide the player's address and telephone number to SGI and PCI for prize fulfillment purposes.

(28) By entering the WHEEL OF FORTUNE®-Second Chance Promotion, a player gives his or her permission for the Florida Lottery to photograph and/or videotape and record the prizewinner with or without prior notification and to use the name, photograph, videotape, and/or recording of the prizewinner for advertising or publicity purposes without additional compensation.

(29) WHEEL OF FORTUNE®-Hollywood Trip Grand Prize Second Chance Drawings shall be public, held in Tallahassee, Florida, and witnessed by an accountant employed by an independent certified public accounting firm. The results of each drawing will be available after the drawing on the Florida Lottery's website at flalottery.com.

(30) This offer is void where prohibited by law.

(31) This emergency rule replaces Emergency Rule 53ER11-49, F.A.C.

Rulemaking Authority 24.105(9), 24.109(1) FS. Law Implemented 24.105(9), 24.115(1) FS. History—New 1-11-12, Replaces 53ER11-49.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: January 11, 2012

## Section V Petitions and Dispositions Regarding Rule Variance or Waiver

### DEPARTMENT OF LAW ENFORCEMENT

NOTICE IS HEREBY GIVEN that on January 13, 2012, the Criminal Justice Standards and Training Commission, received a petition for a permanent waiver of subsection 11B-27.00212(14), F.A.C., from Dunnellon Police Department on behalf of 4 officers for the 2008 (7/1/2006 – 6/30/2008) mandatory firearms requalification reporting cycle. Subsection 11B-27.00212(14), F.A.C., requires officers to requalify with a firearm every two years on a course of fire mandated by Commission rule and supervised by a CJSTC-certified firearms instructor. The petition supports the requested waiver by stating that the officers at issue completed the course of fire for the 2008 reporting cycle, however, they were not supervised by a CJSTC-certified firearms instructor. Petitioner states that the officers will suffer a substantial hardship if their certifications are rendered inactive as a result of this situation. Petitioner further states that it would violate the principles of fairness to fail to recognize that the officers did successfully complete the requirement, their only deficiency being that the officers were supervised by non-CJSTC-certified firearms instructors for the 2008 mandatory reporting cycle.

A copy of the Petition for Variance or Waiver may be obtained by contacting: Grace A. Jaye, Assistant General Counsel, Florida Department of Law Enforcement, P. O. Box 1489, Tallahassee, FL 32302 or by telephoning (850)410-7676.

NOTICE IS HEREBY GIVEN that on January 13, 2012, the Criminal Justice Standards and Training Commission, received a petition for a permanent waiver of subsection 11B-27.00212(14), F.A.C., from Indian Shores Police Department on behalf of one officer for the 2008 (7/1/2006 – 6/30/2008) mandatory firearms requalification reporting cycle. Subsection 11B-27.00212(14), F.A.C., requires officers to requalify with a firearm every two years on a course of fire mandated by Commission rule and supervised by a CJSTC-certified firearms instructor. The petition supports the requested waiver by stating that the officer at issue completed the course of fire for the 2008 reporting cycle, however, he was a CJSTC-certified firearms instructor and requalified himself with a non-CJSTC-certified firearms instructor calling the course of fire for the instructor. Petitioner states that the officer will suffer a substantial hardship if his certifications are rendered inactive as a result of this situation. Petitioner further states that it would violate the principles of fairness to fail to recognize that the officer did successfully complete the requirement, his only deficiency being that his course of fire was supervised by non-CJSTC-certified firearms instructor for the 2008 mandatory reporting cycle and that he supervised himself as to the paperwork.

A copy of the Petition for Variance or Waiver may be obtained by contacting: Grace A. Jaye, Assistant General Counsel, Florida Department of Law Enforcement, P. O. Box 1489, Tallahassee, FL 32302 or by telephoning (850)410-7676.

NOTICE IS HEREBY GIVEN that on January 13, 2012, the Criminal Justice Standards and Training Commission, received a petition for a permanent waiver of subsection 11B-27.00212(14), F.A.C., from Levy County Sheriff's Office on behalf of 13 officers for the 2008 (7/1/2006 – 6/30/2008) mandatory firearms requalification reporting cycle. Subsection 11B-27.00212(14), F.A.C., requires officers to requalify with a firearm every two years on a course of fire mandated by Commission rule and supervised by a CJSTC-certified firearms instructor. The petition supports the requested waiver by stating that the officers at issue completed the course of fire for the 2008 reporting cycle, however, they were supervised by non-CJSTC-certified firearms instructors. Petitioner states that the officers will suffer a substantial hardship if their certifications are rendered inactive as a result of this situation. Petitioner further states that it would violate the principles of fairness to fail to recognize that the officers did successfully complete the requirement, the only deficit being that their requalifications were supervised by non-CJSTC-certified firearms instructors for the 2008 mandatory reporting cycle.