



# The Licensing Application changes every year.

**Please fill it out completely and correctly.  
Please sign it.**

Thank you for being a SC Education Lottery (SCEL) Retailer. According to the SC statute, your Lottery license is to be renewed annually. Enclosed is the renewal application with some portions filled in. Please make corrections if necessary and fill in the other portions. We will use all information to perform various verifications which are required by law.

**We cannot process the application if any portion is incomplete or if the contract is not signed and returned.**

**Processing your application involves the following steps.**

## **1. Pre-Screen the Application and Contract**

- Your application and contract are reviewed for completeness and accuracy.
- If any portion is not filled in or it is not signed correctly, we will notify you so you can make the correction(s).
- If the business is a Sole Proprietorship business type, the person who is the sole proprietor must sign Schedule A and the Retailer Contract.
- If you are applying for a new license, your Marketing Sales Representative will review the contract with you.

## **2. Process the Application Fee**

- New Licenses - Please send in a check or money order for \$210 for processing.
- Renewal License - When we begin processing your renewal application, you will see a line item on your weekly invoice to let you know when your lottery account will be drafted.
  - a. \$135 is drafted if you have an Extrema (green) terminal.
  - b. \$100 is drafted if you have a SCIScan (black) terminal.

## **3. Verify Compliance with the Department of Revenue (DOR)**

- The Department of Revenue provides us with a compliance report.
- If DOR does not have a copy of your tax returns/payments, we will notify you and give you time to resolve the issue with DOR. You must request DOR to notify the lottery when you have resolved the issues with DOR.

## **4. Verify Background Check with SLED**

- You will be notified if any owner or operational manager fails the background check. Failure to list all owners violates the contract.

## **5. Check 60/40 Sales Compliance (Renewals only)**

- You will be notified if more than 60% of your overall business sales come from lottery sales for this retail sales location.
- If so, your business location will no longer be able to sell lottery tickets. See the SC statute Section 59-150-150(B)(2) for more information.

**Licenses are not transferable.** If you have already sold the business, or if you are “planning” to sell the business, please let us know. **Failure to notify us of a change in ownership renders your contract void.** If you have questions, please contact the Licensing department at our toll free number which is 1-866-737-7235. Our mailing address is:

**South Carolina Education Lottery (SCEL)  
Attention: Licensing Department  
PO Box 11949  
Columbia, SC 29211-1949**

Filling out the application completely and correctly will help us process the application smoothly. Thank you for your cooperation.

## APPLICATION INSTRUCTIONS ----- SCHEDULE A

**GENERAL INSTRUCTIONS** - Please read each question carefully. **Information requested on Schedule A pertains to the business entity that owns the location(s) for which you are seeking a new or renewed license.** The form does not apply to the specific retail outlets for which you are applying. If you need additional forms, call the South Carolina Education Lottery Licensing Department at 1-803-737-2091 or toll free at 1-866-737-7235.

### SECTION 1. COMPANY NAME / LEGAL ENTITY / SOLE PROPRIETOR

- If you filed your business with the IRS as a Sole Proprietorship, please write your personal name in this section of the application.
- If you filed your business with the IRS as a Partnership, LLC, Corp, etc, please write the full name of that business or company name because there are many companies with similar names. ***Please do not write the name of the STORE location in this section.*** Write the name of the **COMPANY** that **owns** the retail location.
- The name you submit should be the same name you submit when you file taxes for this business. If you are not sure of the name, call the Department of Revenue (DOR) at 803-898-5500 to get the correct name of your business as it is listed with the DOR.
- Please fill in the address where you want your mail delivered.
- FAILURE to write the correct, complete information will delay the processing of your application.***

### SECTION 2. TYPE OF OWNERSHIP

There are several different types of business classifications. When you established your business with the South Carolina Secretary of State's office, or when you file your taxes, your business may have filed as one of these business types: Sole Proprietorship, Partnership, Limited Partnership, Limited Liability Company, Limited Liability Corporation, Corporation, or Unincorporated Association.

- If your business is a Sole Proprietorship, mark the check box for a Sole Proprietorship and enter your Social Security Number (SSN). ***Do not*** enter a Federal Employee ID (FEI) or Employee Identification Number (EIN).
- If your business is one of the other business types, mark the check box for the appropriate business type, and enter your FEI or EIN.
- If your business is incorporated, but you are the only person in the corporation, please check the Corporation box since your business is incorporated with the State of South Carolina.
- Please check only one box in this Section.
- NOTE: During the application process, the SSN/FEI/EIN is used to verify that all tax returns have been filed and all payments are current.
- FAILURE to write the correct information or failure to file properly and timely will delay the processing of your application.***

### SECTION 3. OWNER INFORMATION

Enter the name, company title, date of birth, sex, and SSN for **all** people who are owners, partners, members, directors, officers, etc.

Use Schedule C to list additional people or attach additional sheets containing this information. Do not list a person who is only an employee.

- Sole Proprietorship:** List one name only for the person who is the sole owner of the business.
- Partnership, Limited or Limited Liability Partnership:** List **all** partners, irrespective of amount of interest held in the business.
- Limited Liability Corporation:** List **all** people who are members and/or member-managers.
- Corporation:** List **all** officers, **all** directors, and **all** shareholders with 10% or more ownership interest.
- FAILURE to write the correct, complete information will delay the processing of your application.***

### SECTION 4.

If the headquarters of the business is located outside of the state of South Carolina, enter the name, Social Security number, sex, date of birth, phone number, and mailing address of the highest-ranking employee of the business who is a resident of South Carolina.

- If the operational manager listed on Schedule B is a South Carolina resident, you may skip this section.***

### SECTION 5. QUESTIONS ABOUT THE OWNERS

Answer each question by checking the appropriate "yes" or "no" box. If you answer "yes" to any of these questions, please provide a detailed explanation of the circumstances surrounding the situation on Schedule C. Failure to provide an explanation results in delays in processing your application.

**Section 5i** – A "deferred presentment services" business, one which involves activities in exchange for a fee whereupon the business accepts a check dated on the date it was written and holds the check for a period of time before presentment for payment or deposit, may not conduct any other business at that location. If any owner holds a license for this service, please indicate the name of that person on a line on Schedule C and mark it as Question 5i.

### SECTION 6. MINORITY STATUS

If the applicant is a U. S. Small and Minority Business, please indicate minority type. This information is not required, but will be used for statistical purposes.

### SECTION 7. BACKUP WITHHOLDING

If the Internal Revenue Service (IRS) requires you or your legal entity to make payments under certain conditions because the business is subject to backup withholding, please respond by checking "Yes." **If you are not sure if you are subject to backup withholding, check your records to see if you have a letter from the Internal Revenue Service notifying you of the terms and conditions for backup withholding.**

### SECTION 8. APPLICATION CONTACT INFORMATION

If the lottery has any questions about your application, we will contact the person listed in this section. Please include the phone number and FAX number (if available), where the person is most likely to be reached during normal working hours.

### SECTION 9. CERTIFICATION AND SIGNATURE

Read this section carefully. A person who has authority to act on behalf of the business must sign it. If the business type is a Sole Proprietorship, the Sole Proprietor is the only person authorized to sign it.

## APPLICATION INSTRUCTIONS ----- SCHEDULE B

**GENERAL INSTRUCTIONS** - Please read each section carefully. **The information requested on Schedule B pertains to each location for which you are seeking a new or renewed license.** Each location must have a separate license. Therefore, please fill out one Schedule B for each location for which you are applying. If you need additional forms, call the SCEL Licensing Dept. at 1-803-737-2091 or toll free at 1-866-737-7235.

### Who should fill out this form?

- The Owner or the Operational Manager (person responsible for the day-to-day operations of the retail outlet) for that specific location should complete and sign the form.**

### SECTION 1. RETAIL LOCATION INFORMATION

Indicate the following information.

- Indicate the name (location name, store name, trade name, or DBA) of the actual retail location. List the store number, if applicable.
- Indicate the physical street address of the business used for 911 emergencies, mailing address (if it is different from the street address), and county. A correct address is essential for deliveries of instant tickets.
  - NOTE: Do not enter a PO Box or rural address or an address shared by other businesses with a different name. It makes delivery of correspondence, license, or tickets difficult, and it causes penalties when mail carriers (UPS, etc.) cannot deliver based on incorrect information.
- Indicate the phone number and the fax number (if applicable) for the location.
- Indicate your SC Retail Business License Number.
- Also, make a copy of your SC Retail License and send it in with your application. The information contained on this document helps us with our verification process.
- FAILURE to write the correct information will delay the processing of your application.***

### SECTION 2. BUSINESS HOURS

If you are applying for the first time, enter your normal business hours. If you are closed on any day, leave that box blank.

### SECTION 3. 60/40 SALES CALCULATION (Applies to Renewal Applications Only)

The S.C. Lottery Act and ensuing regulation provides that an applicant for a lottery license **may not** be approved if:

- The business is to be solely engaged in the sale of lottery products.
- The sale of lottery tickets cannot exceed 60% of the gross revenue of the business.
- Please note that during the processing of renewal applications, this percentage is verified for compliance.***

### SECTION 4. QUESTIONS ABOUT THE OPERATIONAL MANAGER

The questions in this section pertain to the Operational Manager. If any question results in a "yes" answer, you must submit a complete explanation of the circumstances surrounding the situation on Schedule C. Enter the name of the person who is responsible for the day-to-day operation of the retail location. This person may be the owner or Sole Proprietor. This individual will be required to undergo a criminal background investigation. The Operational Manager is the employee who:

- Has responsibility for day-to-day operational management of the business (retail) location.
- Is designated by the owner as the employee responsible and accountable for the overall supervision of the lottery operation for the applicant that is seeking licensure for one or more retail locations.
- Has decision-making authority for transactions dealing with the Lottery including but not limited to the authority for placing ticket orders or the authority to designate the employees to transact business with the Lottery.

### APPLICATION FEE

#### **New Applications**

- Please enclose a check or money order for \$210 for each retail location for which you are making application.
- If your license is not approved, \$75 per location is refundable if the verifications have already been completed for taxes and the criminal background investigation.
- If the application is withdrawn before the verifications at the DOR and at SLED are performed, a full refund will be due the applicant.

#### **Renewal Applications**

- Please DO NOT enclose a check or money order.
- Your account will be drafted when your renewal application process begins.
  - \$135 for each retail location that has an Extrema lottery terminal.
  - \$100 for each retail location that has a SCIScan lottery terminal.

***NOTE: \*\*\*\*\* DO NOT SEND CASH \*\*\*\*\****

## APPLICATION INSTRUCTIONS ----- SCHEDULE C

### ADDITIONAL INFORMATION AND CHANGE OF OWNERSHIP INFORMATION

Use the top portion of this form to provide detailed explanations to any question that resulted in a "yes" answer on Schedule A page 2, or Schedule B or to list additional owners from Schedule A page 1. Please be sure to indicate the schedule and item or question number for which you are providing an explanation or additional information. Use the second section of this form if the business ownership or business structure type changed.

**Fill out each section.**



# SCEL Retailer License Application

## Schedule A – Page 1 - Owner Information

**Step 1: ATTENTION:** Renewal forms are pre-printed (make corrections as necessary). Please type or print Information clearly using a pen.

<b>1</b>	<b>Application Type</b>	<b>For renewals, has the Business type or ownership changed since the last renewal? If yes, fill out Schedule C Sec 2.</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>Write the Company Name/ Owner Name / Legal Entity Name / Sole Proprietor name used when filing taxes for this company.</b>	<i>NOTE: If the business "type" is registered as a Sole Proprietorship with the State, write your personal name here. Otherwise, write the name of the company in this space and write the name of the retail store on Schedule B.</i>	
	<input type="checkbox"/> New License <input type="checkbox"/> Renewal License <input type="checkbox"/> Changing Owners		OWNER'S COMPANY STREET ADDRESS	OWNER'S MAILING ADDRESS	
	CITY, COUNTY, STATE, ZIP		CITY, COUNTY STATE ZIP		
	PHONE NUMBER & EXT		FAX NUMBER	CELL PHONE	

**Step 2:** When you registered the business with the State of SC, what business type did you select? (Check one)

<b>2</b>	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> PARTNERSHIP	TAX ID, Fed ID, Or Empl. ID	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	<input type="checkbox"/> LIMITED LIABILITY CORP	<input type="checkbox"/> LIMITED PARTNERSHIP		
	<input type="checkbox"/> UNINCORP. ASSOCIATION	<input type="checkbox"/> LIMITED LIABILITY PARTNER		
	<input type="checkbox"/> SOLE PROPRIETORSHIP	<i>IF SOLE PROPRIETORSHIP, ENTER YOUR SOCIAL SECURITY NUMBER</i>		<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

**Step 3: Who are all owners, partners, associated with the business?**  
**NOTE: FAILURE** to list all owners may be grounds for denial or revocation of license. Use Schedule C to list additional owners.

This section must be completed.

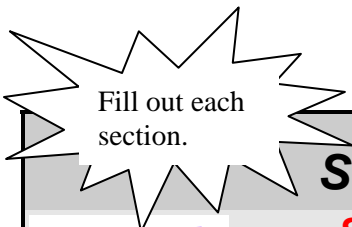
- Partnership, Limited Partnership, or Limited Liability Partnership:** List all partners and limited partners irrespective of the amount of interest held in the partnership.
- Corporation:** List all officers and all directors. List all shareholders with 10% or more ownership interest.
- Limited Liability Corporation:** List all members and/or member-managers.
- Sole Proprietorship:** List the sole person who owns the business.

FIRST NAME	MIDDLE NAME	LAST NAME	MAIDEN NAME	BUSINESS TITLE
SOCIAL SECURITY NUMBER	DATE OF BIRTH		MONTH / DAY / YEAR	CHECK ONE MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>
<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/>			
FIRST NAME	MIDDLE NAME	LAST NAME	MAIDEN NAME	BUSINESS TITLE
SOCIAL SECURITY NUMBER	DATE OF BIRTH		MONTH / DAY / YEAR	CHECK ONE MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>
<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/>			
FIRST NAME	MIDDLE NAME	LAST NAME	MAIDEN NAME	BUSINESS TITLE
SOCIAL SECURITY NUMBER	DATE OF BIRTH		MONTH / DAY / YEAR	CHECK ONE MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>
<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/>			

**Step 4: Is the headquarters of the business located outside of South Carolina? If so, please fill out this section (Section 4)**

**IF THE LEGAL ENTITY IS HEADQUARTERED OUTSIDE OF SOUTH CAROLINA OR IF THE BUSINESS IS NOT ORGANIZED PURSUANT TO SOUTH CAROLINA LAW, PER SCEL REGULATION, THE APPLICANT MUST IDENTIFY THE HIGHEST RANKING EMPLOYEE OF THE BUSINESS WHO IS A SOUTH CAROLINA RESIDENT. THIS PERSON MAY, BUT IS NOT REQUIRED TO ALSO ACT AS OPERATIONAL MANAGER. THIS PERSON MUST UNDERGO A CRIMINAL BACKGROUND INVESTIGATION.**

<b>4</b>	FIRST NAME	MIDDLE NAME	LAST NAME	PHONE NUMBER	BUSINESS TITLE
	ADDRESS			CITY, STATE	ZIP
	SOCIAL SECURITY NUMBER	DATE OF BIRTH		MONTH / DAY / YEAR	CHECK ONE MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>
<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/>				



Fill out each section.

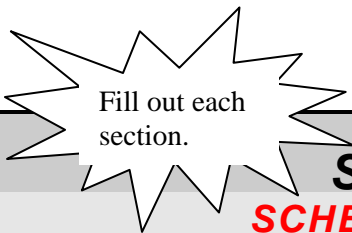


# SCEL Retailer License Application

## Schedule A – Page 2 - Owner Information

**Required**

<b>Step 5:</b> These questions pertain to all persons listed in Sections 3 and 4. If you answer "yes" to any of the following questions, provide an explanation on Schedule C.			
<b>5</b>	YES	NO	
	a. <input type="checkbox"/>	<input type="checkbox"/>	Has any person listed in Section 3 or 4 been convicted of a criminal offense related to the security or integrity of the Lottery in this or another jurisdiction?
	b. <input type="checkbox"/>	<input type="checkbox"/>	Has any person listed in Section 3 or 4 been convicted of unlawful gambling activity, false statements, false swearing, or perjury in this or another jurisdiction?
	c. <input type="checkbox"/>	<input type="checkbox"/>	Has any person listed in Section 3 or 4 been convicted of a crime punishable by more than one year of imprisonment or a fine of more than one thousand dollars?
	d. <input type="checkbox"/>	<input type="checkbox"/>	Has any person listed in Section 3 or 4 been found to have violated the provisions of the Lottery Act or a regulation, policy or procedure of the South Carolina Education Lottery?
	e. <input type="checkbox"/>	<input type="checkbox"/>	Is any person listed in Section 3 or 4 a supplier of goods and services to the lottery or an employee or agent of a supplier who does business with the South Carolina Education Lottery?
	f. <input type="checkbox"/>	<input type="checkbox"/>	Is/Are the owner(s) under the age of twenty-one? If so, is the company business type a Sole Proprietorship? Yes or No ?
	g. <input type="checkbox"/>	<input type="checkbox"/>	Has any person listed in Section 3 or 4 ever had a Lottery or gaming license revoked in any state?
	h. <input type="checkbox"/>	<input type="checkbox"/>	Has the entity or any person listed in Section 3 or 4 had a lottery license revoked/terminated in SC?
i. <input type="checkbox"/>	<input type="checkbox"/>	Does any person listed in Section 3 hold a license under the South Carolina Deferred Presentment Services Act? If so, please provide the complete business address on Schedule C for each location.	
<b>6</b>	<b>Step 6:</b> Is the applicant company a Small and Minority firm? Y <input type="checkbox"/> N <input type="checkbox"/> If yes, please check one of the boxes below.		
	2 <input type="checkbox"/> Black 3 <input type="checkbox"/> Asian 4 <input type="checkbox"/> Hispanic 5 <input type="checkbox"/> East Indian 6 <input type="checkbox"/> Native Amer. 7 <input type="checkbox"/> Caucasian Female 8 <input type="checkbox"/> Other		
<i>To request information on Small and Minority Business certification, call 803-734-0657.</i>			
<b>7</b>	<b>Step 7:</b> Is the legal entity or company / sole proprietor subject to backup withholding? Yes ___ No ___		
	<b>Note:</b> If you are not sure, call the IRS for clarification regarding whether the company is subject to backup withholding. This form will serve as a W-9 form for this applicant if the applicant is subject to backup withholding.		
<b>8</b>	<b>APPLICATION CONTACT</b>		
	<b>Step 8:</b> If SCEL has a question about your application, who should we contact for clarification?		
	CONTACT NAME	PHONE NUMBER	FAX NUMBER BUSINESS TITLE
<b>9</b>	APPLICANT (LEGAL ENTITY, COMPANY, SOLE PROPRIETOR) MUST BE CURRENT IN FILING ALL APPLICABLE S. C. STATE TAX RETURNS AND MUST BE CURRENT IN THE PAYMENT OF ALL STATE TAXES (INCLUDING INTEREST AND PENALTIES). THE DEPARTMENT OF REVENUE (DOR) IS RESPONSIBLE FOR REVIEWING TAX INFORMATION AND VERIFYING THAT ALL FILINGS AND TAXES ARE CURRENT. <b>A LOTTERY RETAIL SALES LICENSE WILL NOT BE ISSUED UNTIL DOR CERTIFIES THAT THE APPLICANT IS CURRENT.</b> THIS REQUIREMENT APPLIES TO THE LEGAL ENTITY AND DOES NOT APPLY TO THE OPERATIONAL MANAGER OR EMPLOYEES.		
	I hereby certify that I am authorized to act on behalf of the applicant. I certify that the information provided to the South Carolina Education Lottery (SCEL) is true and complete. I understand and agree that it is a violation of state law to make a statement of material fact to the SCEL knowing that the statement is false. I agree to be bound by the terms and conditions of my current retailer contract while this renewal application is pending. I authorize SCEL to investigate business and personal financial records, criminal history and any other matter pertaining to the authenticity of statements made in this application process. I authorize the South Carolina Department of Revenue to release to the SCEL all information relating to all tax returns filed with the State of South Carolina relating to the payment of all taxes, interest and penalties owed to the State of South Carolina.		
	AUTHORIZED SIGNATURE: <b>Signature Required</b> <i>If business is registered with the State as a Sole Proprietorship, owner must sign.</i>		DATE
	PRINTED NAME		TITLE



# SCEL Retailer License Application

## SCHEDULE B - Business Location Information

**Step 1: Complete each section of the form for each business location applying for a license.**

1	STORE / LOCATION NAME / D.B.A. NAME <i>(Must be the name as it is printed on the SC Retail Business License)</i>							SC Ed. Lottery Number (Renewals Only)					
	STREET ADDRESS (DO NOT USE A P.O. BOX OR RURAL ROUTE – <i>Please use the physical address assigned for 911 emergencies.</i> )												
	CITY			COUNTY			STATE <b>SC</b>	ZIP CODE					
	STORE LOCATION PHONE & EXT (Area Code and Phone Number)				FAX NUMBER		CELL PHONE						
	WHAT'S THE ADDRESS YOU WANT US TO MAIL CORRESPONDENCE if different from Street Address ? <i>NOTE: Please ensure that there is a mail receptacle/box at this address since all correspondence will be sent to this address</i>												
	CITY			COUNTY			STATE		ZIP CODE				
<b>Please attach a copy of the SC Dept of Revenue Retail Business license with this application (Required for New applicants only)</b>						SC DOR RETAIL BUSINESS LICENSE NUMBER							
						0		-				-	
2	<b>Step 2: Fill out this section only if applying for the first time by listing the Business Hrs</b>		DAY	SUN	MON	TUE	WED	THU	FRI	SAT			
			OPEN										
			CLOSE										
3	<b>Step 3: 60/40 Sales Calculation (Renewals Only)</b>												
	<b>NOTE:</b> Pursuant to Lottery Act Section 59-150-150(B)(2), <b>SCEL shall not license businesses whose lottery ticket sales exceed 60% of the gross business sales of the retail location for the previous 12 months.</b> In most cases, information obtained from the South Carolina Department of Revenue (DOR) will determine compliance with this requirement. However, if this information cannot be obtained from DOR, SCEL will contact you for additional information.												
4	<b>Step 4: List the Operational Manager who is responsible for day-to-day operations.</b>												
	FIRST NAME			MIDDLE NAME		LAST NAME		MAIDEN NAME		BUSINESS TITLE			
	PHONE OR CELL NUMBER				DATE OF BIRTH			MONTH	DAY	YEAR	CHECK ONE MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>		
	EMAIL ADDRESS						FAX NUMBER						
	<b>NOTE: The Operational Manager should answer these questions. Please explain any "Yes" answers on Schedule C.</b>												
	Have you been convicted of a criminal offense related to the security or integrity of the Lottery in this or another jurisdiction?										Y <input type="checkbox"/> N <input type="checkbox"/>		
	Have you been convicted of unlawful gambling activity, false statements, false swearing, or perjury in this or another jurisdiction?										Y <input type="checkbox"/> N <input type="checkbox"/>		
	Have you been convicted of a crime punishable by more than one year of imprisonment or a fine of more than one thousand dollars?										Y <input type="checkbox"/> N <input type="checkbox"/>		
	Have you been found to have violated the provisions of the Lottery Act or a regulation, policy or procedure of the SC Education Lottery?										Y <input type="checkbox"/> N <input type="checkbox"/>		
	Do you supply goods and services to the Lottery or to an employee or agent doing business with the Lottery?										Y <input type="checkbox"/> N <input type="checkbox"/>		
Do you reside in the same household as a member of the SC Education Lottery Commission or an employee of the Lottery?										Y <input type="checkbox"/> N <input type="checkbox"/>			
I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ABOVE AND ANY EXPLANATIONS REGARDING THE ANSWERS PROVIDED TO THE SCEL ARE TRUE AND COMPLETE. I AUTHORIZE SCEL TO INVESTIGATE CRIMINAL HISTORY AND OTHER MATTERS PERTAINING TO THE AUTHENTICITY OF STATEMENTS MADE IN THIS APPLICATION PROCESS. I UNDERSTAND THAT IT IS A VIOLATION OF STATE LAW TO MAKE A STATEMENT OF MATERIAL FACT TO THE COMMISSION (SCEL) KNOWING THE STATEMENT IS FALSE.													
Signature Required!													
SIGNATURE OF AUTHORIZED AGENT / OPERATIONAL MANAGER				NAME PRINTED				DATE					

# SCEL Retailer License Application



## SCHEDULE C - **ADDITIONAL INFORMATION**

**NOTE:** Use this form to provide additional information or for explanations for “yes” answers to questions contained in the application package.

### Additional Information / Explanation Section

1

Schedule	Item Number	

2

<b>Application Type</b> <input type="checkbox"/> New License <input type="checkbox"/> Renewal <input type="checkbox"/> Changing Owners	<h3>Change of Ownership Section</h3> <p><i>Has this business sold lottery tickets before?</i> Y <input type="checkbox"/> N <input type="checkbox"/> UNKNOWN <input type="checkbox"/></p>
<b>If the business changed ownership, please complete the following.</b>	
OLD owner/company name.	
OLD owner contact person.	
OLD owner phone number and ext.	
OLD owner Lottery Retail ID.	
NEW owner/company name.	
Copy of Bill of Sale from OLD owner to NEW Owner Attached? Y <input type="checkbox"/> N <input type="checkbox"/> <b>NOTE: Bill of Sale required for Change of Ownership (COO)</b>	
Reason for change.	

# SCEL Retailer License Application



## SCHEDULE D - EFT AUTHORIZATION

1

A lottery retailer is required by South Carolina law to maintain an account with a financial institution which is separate from any other account the business or person may be using.

- By law, this account must remain separate from a retailer's operating and all other funds.
- Upon approval of the Executive Director, the EFT account may be used for the deposit of SCEL proceeds and lottery proceeds from other lottery states.

**NOTE:** Institution must be insured by the Federal Deposit Insurance Corporation (FDIC) or its equivalent. Please contact your financial institution if you have a question.

### Application Type

Please Type or Print Clearly in Ink Only.

- New License  
 Changing Owners

**NOTE:** Existing SCEL Retailers should not complete this form unless a change needs to be made to their current bank account info.

Renewal License      SCEL Retail ID Number

NAME OF OWNER, LEGAL ENTITY OR COMPANY OR SOLE PROPRIETOR'S NAME

D.B.A.

MAILING ADDRESS

CITY

STATE

ZIP CODE

### EFT ACCOUNT INFORMATION

ONE EFT ACCOUNT MAY BE USED FOR MULTIPLE RETAIL LOCATIONS. HOWEVER, IF SEPARATE ACCOUNTS ARE USED, PLEASE COMPLETE AN EFT AUTHORIZATION FORM FOR EACH LOCATION'S ACCOUNT.

\*ROUTING/ABA NUMBER:

\*ACCOUNT NUMBER:

3

NAME OF FINANCIAL INSTITUTION OR BANK: \_\_\_\_\_

CHECKING ACCOUNT

SAVINGS ACCOUNT

\* Please contact your financial institution for assistance in determining the correct EFT routing number or account number. An incorrect number may result in an insufficient funds charge against your lottery retailer account.

4

Will you deposit lottery proceeds from any other state into this account?      Yes       No   
 (By law, written approval from SCEL is required.)

Will you use this account for any purpose other than the deposit of lottery proceeds?      Yes       No

5

I (we) hereby authorize the South Carolina Education Lottery (SCEL) to initiate debit and/or credit entries into my (our) account indicated above and the Financial Institution named above (DEPOSITORY) to debit and/or credit the same any amounts owed by or due me (us) to/from SCEL. This authority is to remain in full force and effect until SCEL has received WRITTEN NOTIFICATION from me (us) of its termination in such time and in such manner as to afford the SCEL and DEPOSITORY a reasonable opportunity to act. **By signing below I (we) certify that the above named account is or will be used only for the deposit of lottery proceeds.**

\_\_\_\_\_  
 (PRINTED NAME)

\_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

\_\_\_\_\_  
 (TITLE)

\_\_\_\_\_  
 (DATE)

\_\_\_\_\_  
 (PRINTED NAME)

\_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

\_\_\_\_\_  
 (TITLE)

\_\_\_\_\_  
 (DATE)

# Retailer Contract



# Delays will occur

if the contract is not signed and returned.

## NOTE:

The contract is revised at the beginning of each calendar year.

Please review it.

Please sign the last page.

Please send ALL pages of the contract back to us.

After we process your application, we will sign the contract and send it back to you for your files.

If you have questions about the contract, please contact the Legal Services Department of SCEL at 803-737-2253.



**SOUTH CAROLINA EDUCATION LOTTERY COMMISSION**  
**POST OFFICE BOX 11949**  
**COLUMBIA, SOUTH CAROLINA 29211-1949**  
**(803) 737-2002**

**RETAILER CONTRACT**

**This retailer contract** is between the South Carolina Education Lottery (SCEL) and the applicant for a lottery retailer license (Retailer) and applies to the retail location specified herein. **Execution of this document is required before a lottery retail sales license is issued.** Execution is not complete until the contract is signed by the Executive Director of the Education Lottery and the retail sales license issued. Each lottery retail sales location is separately and individually licensed. The Retailer and SCEL agree as follows:

**I. INTRODUCTORY PROVISIONS**

1. The Retailer agrees to operate in a manner consistent with and agrees to abide by Chapter 150 of Title 59, South Carolina Code of Laws, as amended, (referred to herein as the Lottery Act), applicable federal, state and local ordinances, policies, rules or regulations promulgated by SCEL and the terms and conditions of this contract and the policies, practices or procedures utilized by SCEL, whether written or not. The Retailer further agrees that it will not operate in any manner that could be considered, in the sole judgment of SCEL, prejudicial to public confidence in the Education Lottery.
2. This retailer contract shall remain in effect until the date provided for termination of the lottery retailer license of the location provided for in this contract. However, if the entity is seeking licensure renewal, this contract shall remain in force pending a final determination on renewal irrespective of the date printed on the retailer license. The contract is renewable at the sole discretion of SCEL.
3. SCEL may suspend sales of lottery products and/or cancel, revoke or terminate a contract for a violation of any provision of the Lottery Act, SCEL regulations, rules, or policies, practices or procedures or this contract. The Retailer is only entitled to appeal suspensions, cancellations, revocations and terminations as authorized in the Lottery Act and SCEL regulations. The Retailer agrees to be bound by the appeal procedures and policies established by SCEL. Pending the resolution of any matter under appeal, SCEL may immediately suspend, cancel, revoke, terminate or refuse to renew this retailer contract.
4. This retailer contract may be terminated without cause by either party upon written notice at least thirty (30) calendar days prior to the termination.

**II. LOTTERY PROVISIONS**

1. The Retailer agrees to provide SCEL with a list of employees or persons authorized to make decisions concerning lottery tickets and the Retailer shall immediately update SCEL as to of any changes.
2. a. The Retailer agrees that lottery games will be sold only by the lottery retailer named on the lottery retailer license. Absent prior written approval of SCEL, the Retailer agrees not to sell a lottery game ticket except from the location listed herein and as evidenced by the lottery retailer's license.  
  
b. The Retailer agrees that it will post and display conspicuously its license and other signage as required by the Lottery Act or SCEL. This point-of-sale signage or materials (POS) includes, but is not limited to, main entrance door decal stickers, exterior signs visible to potential customers that would identify the location as a lottery retailer, lottery-supplied POS to be placed at or near each cash register where tickets are sold, "How to Play" game

brochures, brochure holders, gambling messages as required by the Lottery Act, instant ticket dispensers (in a prominent location near the cash register or check-out as directed by SCEL) and end-of-game announcements. Subject to the retailer's lease agreement, applicable laws or local ordinances, the Retailer agrees to maintain signage displays, notices, and materials supplied by SCEL according to its instructions.

- c. SCEL retains the sole right to display any and all POS deemed appropriate on ticket dispensers, play stations and sales terminals. The Retailer may not place or display non-lottery items or signage on SCEL displays or advertising property or equipment. The Retailer must not place non-lottery items including, but not limited to, goods for sale or other products in front of or on top of lottery ticket dispensers which results in lottery tickets not being in full view of customers. The Retailer agrees to remove those items as directed by SCEL.
  - d. SCEL will provide advertising materials, POS and other material referenced herein at no charge to the Retailer. This material remains the property of SCEL. As certain types of advertising are restricted by law and SCEL policy, Retailer agrees not to utilize its own advertising materials to promote lottery products or the lottery unless the proposed advertising concepts are presented to SCEL's marketing department for prior written approval.
  - e. SCEL's logo and many other items such as signage and game materials are copyrighted, trademarked or otherwise protected from use without written permission of SCEL. Except for material provided to the retailer, prior written permission of SCEL is required to use material for which SCEL owns the intellectual property. Retailer agrees to stop using SCEL material subject to a copyright, service mark to trademark immediately upon request. Failure to do so is grounds for immediate suspension or revocation of the retailer license and/or this contract.
  - f. The Retailer agrees to locate the retail sales terminal, other lottery equipment and those items required to be displayed by law in a space determined to be appropriate by SCEL's marketing and sales personnel.
3. As may be required by law, the Retailer agrees to provide reasonable security for all tickets and SCEL property. The Retailer agrees to immediately report the theft or loss of instant tickets and/or damage to or destruction of other lottery property including, but not limited to, sales terminals, customer display units, display units for instant tickets and play stations to both the local law enforcement authority and to SCEL as required by the Lottery Act and SCEL regulations. Failure to provide notification or timely reimburse SCEL for loss is sufficient grounds for SCEL to assess the account the retailer is required to establish in Section III, Paragraph 3 for the value to replace or repair the stolen, damaged or destroyed item(s).
  4.
    - a. The Retailer agrees to sell tickets at prices established by SCEL and may not impose any additional transaction charge, fee or commission except as required by law.
    - b. The Retailer agrees to sell lottery tickets for cash only. Payment by checks, credit cards, charge cards, or other forms of deferred payment and payment by debit card is prohibited.
    - c. The Retailer agrees not to condition the sale of lottery tickets upon the purchase of any other item or service, or impose any similar restriction upon the sale of a lottery ticket.
    - d. The Retailer agrees to sell only to individuals present at the retail location and agrees not to sell instant or online tickets over the telephone, by electronic means including but not limited to the Internet or any other unauthorized means.
  5. Subject to the validation procedures established by SCEL, the Retailer agrees to redeem and pay winning tickets presented for instant and/or online games, as may be applicable, up to and including \$500 during the hours for which the business is open. Such payments shall be made in accordance with the amounts authorized by the Lottery Act and SCEL, and shall never be subject to restrictions or conditions other than those imposed by SCEL. The Retailer may redeem prizes by offering cash, check or money order. No fee, charge (including the cost of a money order) or other condition may be imposed by the Retailer in exchange for the payment or redemption of a prize.

6. The Retailer agrees to make lottery games available for sale during the Retailer's normal business hours unless otherwise authorized by SCEL. The Retailer agrees to offer multiple instant games for sale to the public at all times as authorized by law and as directed by SCEL. Failure to comply with these provisions may result in the suspension of sales and/or the suspension or revocation of a license to sell SCEL products. Failure to activate and sell multiple instant games as required by SCEL may result in the suspension of sales and/or the suspension or revocation of a license to sell SCEL products. Failure to activate instant tickets prior to offering the games for sale or the failure to maintain proper inventory control of tickets or paper stock for online tickets may result in suspension of lottery sales and/or suspension or revocation of the retail license.
7. The Retailer agrees to provide reasonable access or accommodation to consumers with special needs who wish to purchase lottery tickets. SCEL is not responsible for determining whether reasonable accommodation is being provided and SCEL is not liable if reasonable accommodation is not provided.
8.
  - a. The license granted for the location described herein in no way obligates SCEL to authorize the Retailer to sell online games. Online sales terminals shall not require separate licensure. Authorization to install an online terminal shall be determined on a case-by-case basis. The Retailer may only sell online games at a location equipped with an online sales terminal. An online retailer must comply with the provision to sell multiple instant games as provided in Section II, paragraph 6.
  - b. The sales records and performance of retailers with online sales terminals are subject to periodic evaluations to ensure that an online retailer is meeting SCEL minimum sales requirements. SCEL reserves the right to remove an online sales terminal from a retailer location not meeting the minimum sales requirements.
9. SCEL agrees not to charge an online service fee to a retailer who sells only instant game tickets. The Retailer shall pay a weekly fee, as established by SCEL, for each terminal provided by SCEL to partially defray and recoup the cost of the telecommunications services and for the maintenance of the online sales terminal and the central online computer equipment and service. SCEL reserves the right to change and/or require that a Retailer maintain the telecommunication service provider connection as required by SCEL at the Retailer's expense. The Retailer will, upon request, reimburse SCEL for any cost incurred due to a change in the telecommunications provider. Further, the Retailer agrees to pay SCEL the installation costs of any additional sales terminals issued to a retailer that are returned to SCEL within one year of the date of issuance. For purposes of this section, the installation cost includes the cost to SCEL for providing additional telecommunication-related services necessary to the Retailer for the operation of any additional terminals. However, if, and only if, SCEL orders the return of an additional online terminal under Section II, Paragraph 8a, the Retailer shall not be responsible for installation costs.
10. The Retailer agrees to allow SCEL to inspect, at times determined solely by SCEL, its facilities or operations to determine the integrity of the Retailer and its compliance with all applicable provisions governing the sale of SCEL lottery products.
11. The Retailer authorizes SCEL to release information SCEL may have obtained prior to or after licensure upon the receipt of a written request. These requests may include but are not limited to the release of information to insurance companies, governmental entities or as otherwise may be required or authorized by law.

### **III. FINANCIAL TRANSACTIONS**

1. The Retailer agrees that the owner or owners of the business are personally liable for all proceeds due SCEL for the location(s) that are issued retail sales license(s).
2. SCEL agrees that, in consideration for the duties and responsibilities performed by the Retailer under this contract, the Retailer shall receive a commission of 7% of actual sales or another rate as provided by law. Sales or promotional incentives are paid at the sole discretion of SCEL and may be changed or denied, without recourse. Notwithstanding the contents of any other document, SCEL is not obligated, contractually or otherwise, to make sales or promotional payments based upon sales made during the term of this contract.

3. a. The Retailer agrees to establish and maintain a separate lottery bank account to be used for the sole purpose of depositing, retaining and remitting lottery ticket sales proceeds. The Retailer may not deposit lottery proceeds from other jurisdictions into this account unless written approval is granted by the Executive Director. The account must be at an institution insured by the Federal Deposit Insurance Corporation (FDIC) or similar deposit insurance entity acceptable to SCEL and must be capable of electronic funds transfer (EFT) to SCEL. The Retailer agrees to allow automated and other collections from the lottery proceeds account at intervals and times as deemed appropriate by SCEL, in its sole discretion. The Retailer agrees to place all lottery proceeds due SCEL in the account no later than the close of the next banking day after the date of their collection by the Retailer.
  - b. By signing this contract, the Retailer authorizes SCEL to obtain access to determine the balance in the lottery proceeds account or other information necessary to ensure the integrity of the lottery is maintained by transferring the appropriate proceeds. The Retailer hereby releases SCEL, its vendors and the Retailer's financial institution from any liability relating to the release of any information requested pursuant to this provision.
  - c. At the time of the deposit, lottery proceeds are considered the property of SCEL. The Retailer understands and agrees that failure to have sufficient funds available at the time required for collection subjects the Retailer to payment of all "non-sufficient funds" (NSF) charges, including SCEL's direct and related transaction costs associated with NSFs and wire receipt of monies. The Retailer further understands and agrees that failure to have sufficient funds available at the time required for collection may be considered adequate cause for SCEL to immediately require presentment of a letter of credit naming SCEL as beneficiary upon terms and conditions acceptable to SCEL, the imposition of fines or additional bonding requirements. In lieu of or in addition to these actions, the Executive Director, in his or her sole discretion, may immediately suspend sales of lottery products or suspend or revoke the retail sales license. The retailer agrees to hold SCEL harmless for any claim of lost sales commissions or other damages that it may allege resulting from a decision to require a letter of credit or decision to immediately suspend sales or to suspend or revoke the license.
  - d. Based upon prior financial history of the retailer, SCEL reserves the sole discretion and right to require a letter of credit or other security as provided in paragraph c. above for other retailer locations. The exercise of this option is subject to the same terms and conditions applicable in paragraph c. above.
4. a. The Retailer agrees to make a full financial settlement with SCEL for all tickets received in a timely manner as prescribed by SCEL. The Retailer agrees to pay his or her final invoice, as issued by the SCEL Finance Department, within ten (10) days of receipt. The Retailer is liable for payment of instant tickets upon the occurrence of the earlier event: (1) sixty days after the activation of a pack; (2) upon validation of 80% or more of the low tier prizes (as specified by SCEL) contained in a respective pack; or (3) redemption of a high-tier prize in a respective pack. The Executive Director reserves the right to modify these payment triggers as he or she deems appropriate without amendment to this contract.
  - b. The Retailer agrees to maintain accurate and complete records of all transactions with SCEL and to make such records available, upon reasonable notice, to authorized representatives of SCEL during normal business hours. The Retailer agrees to bear the risk of loss associated with the failure to maintain an accurate and complete record of financial accounts including but not limited to receipt of instant games, paper stock and inventory.
  - c. Upon a disagreement relating to financial transactions between the Retailer and SCEL, the Retailer agrees to defer to the reasonable interpretations of SCEL and shall pay the sum determined to be due upon demand.
5. The Retailer agrees to ensure that, when deposits in the retailer's lottery proceeds account exceed deposit insurance coverage limits of the FDIC or similar regulatory authority, it will obtain an indemnity bond in an amount sufficient to protect SCEL against loss in the event of an insolvency or liquidation of the depository institution. Alternatively, the Retailer agrees to provide collateral acceptable to the State Treasurer.
6. To ensure all monies due SCEL are deposited, retained and remitted to SCEL, the Retailer agrees that, upon demand, the Retailer will provide evidence of deposits and other financial information as may be deemed necessary by SCEL. This requirement may be invoked in the sole discretion of the Executive Director or his or her designee

and failure to comply may result in immediate suspension of the sale of lottery products or the suspension or termination of licensure as deemed appropriate by the Executive Director.

7. Upon voluntary termination or revocation of a license and after a final accounting of the amount due, the Retailer agrees to immediately pay that sum to SCEL, including the imposition of any fine imposed pursuant to regulations. The Retailer further agrees to pay a reasonable rate of interest not to exceed 18 percent per annum on any outstanding debts or fines owed to SCEL. Interest will begin accruing upon the expiration of the time for the appeal of any disputed amount or the exhaustion of the appeals process available to the retailer pursuant to the Lottery Act. The Retailer further agrees to be liable for all reasonable collection costs incurred by SCEL. A minimum \$100 fee may be assessed to defray SCEL's internal collection costs upon the filing of an action (lawsuit). The Retailer agrees to pay additional collection costs which may include but are not limited to attorney's fees, filing fees, service of process fees and any fee imposed by any entity to participate in and collect debts owed pursuant to setoff debt collection actions as may be authorized by state law.
8. The Retailer irrevocably authorizes SCEL to use his or her social security number for the purpose of collecting any outstanding debt owed to SCEL resulting from the activities contemplated under this contract and to hold SCEL harmless from any and all claims resulting from such use.

#### **IV. RETAILER'S OBLIGATIONS**

1. The Retailer agrees that it will not sell tickets or shares to anyone under 18 years of age.
2. Due to the potential disruption of service and to avoid numerous service calls by service technicians, the retailer agrees, at its own expense, to provide adequate, reliable electrical service as determined by SCEL or its online vendor to sales equipment provided by SCEL to the retailer. Failure to do so in a timely manner after a request is made shall be grounds for immediate suspension of sales and/or suspension or revocation of this contract or the retailer license. The Retailer agrees to keep the power to the sales terminal on at all times to allow for system downloads.
3. The Retailer agrees that it will not contract with a person for lottery goods or services other than SCEL except with the prior written approval of SCEL.
4. The Retailer agrees to notify SCEL prior to a change in ownership and the new owners must submit an application and be approved before SCEL products may be sold at the retail location provided herein. The Retailer understands and agrees that it remains liable for all proceeds due SCEL if the Retailer fails to notify SCEL in writing when the change of ownership is to be effective. This contract may not be assigned and the authority to sell SCEL products terminates upon the change of ownership unless prior written approval, consistent with the Lottery Act and regulations, is granted by SCEL. "Change in ownership" most commonly is defined to include sale of the business or the addition of a partner or member of a limited liability corporation (LLC) who was not listed on the most recent retail licensure application or a shareholder of the applicant who acquires ten percent or more of the outstanding shares who was not listed on the most recent retail licensure application. Change of ownership can also occur when the business entity is changed including, but not limited to, LLC to corporation, partnership to corporation, and sole proprietorship to corporation or LLC.
5.
  - a. The Retailer is prohibited from transferring or assigning its retailer license or contract for the location designated herein.
  - b. The Retailer agrees to notify SCEL immediately if the Retailer is placed in receivership or files for bankruptcy.
  - c. If the Retailer is convicted of a crime in any jurisdiction or becomes delinquent in payment or filing of any taxes due the State of South Carolina, SCEL must be notified in writing within ten calendar days of the conviction or delinquency. Taxes paid under protest or a timely filed appeal does not constitute a delinquency.

6. The Retailer agrees that it will not pay, give, or otherwise make available anything of value to a member of the Commission or a SCEL employee in violation of provisions of the South Carolina Ethics Reform Act.
7. As part of the consideration of issuing a lottery retail sales license for this location, the Retailer agrees that it shall not offer for sale any other "competing product" except as authorized in this contract. "Competing product" is defined as a product similar in appearance and design that would tend to be confused with instant game tickets authorized for sale by SCEL. "Competing product" includes but is not limited to products normally dispensed from a display case located on a counter top near a cash register or dispersed from a vending machine in which money or a thing of value is inserted.

"Competing product" may typically be defined as a paper ticket or card that ranges in size from 1"x 1" to 3"x 2" or "4 x 6", but may be larger or smaller, where (i) a person may receive gifts, services, prizes, or gratuities and (ii) winners are determined by preprinted concealed letters, numbers, or symbols which, when exposed, either through scratch-off or pull-tab or other method, reveal immediately whether the player has won a prize or entry into a prize drawing. The fact that no purchase is required to participate shall not exclude such game or contest from this provision. A competing product is also typically sold independent of a tangible product such as a soft drink, food product or other consumable item but this fact is not determinative of whether a product is a competing product.

By signing this contract, the Retailer agrees that a competing product will not be displayed within twenty (20) feet of a sales counter or cash register where SCEL lottery products are sold unless prior written approval is obtained from the Executive Director or his or her designee. The Retailer agrees to be bound by the decision of the Executive Director regarding the location of competing products. Upon a disagreement as to whether an item(s) is a competing product or whether the product is displayed in an appropriate location, the Retailer agrees to defer to the reasonable interpretation of SCEL. The Retailer understands that a violation of this section may result in the termination of this contract and revocation of the retail license by SCEL.

8. a. The Retailer agrees that the title of all equipment or property furnished by SCEL, including but not limited to point-of-sale (POS) materials (which are often reused by SCEL), shall remain with SCEL and shall be immediately returned to SCEL or its agents upon demand.
- b. The Retailer agrees to take reasonable steps to safeguard the retail sales terminal and operate this equipment in a manner consistent with the training provided to the Retailer's employees. The Retailer is not liable for normal wear and tear or maintenance of SCEL equipment. SCEL is responsible for routine maintenance and replacement of sales terminals.
- c. The Retailer agrees to reimburse SCEL for the loss or repair of a sales terminal, customer display unit(s), play stations or ticket dispensers damaged or destroyed as the result of fire, theft or vandalism at the retail location. Reimbursement costs are limited to the actual replacement or repair cost incurred by SCEL. (See Section II, Paragraph 3 regarding notification requirements when loss or damages occur and the consequences for a failure to make a timely notification to SCEL or to timely reimburse SCEL for the loss.)
- d. The Retailer agrees to be responsible for any loss or damage to property of SCEL which results from the negligent or willful act or omission of the Retailer.
9. The Retailer agrees that any SCEL property furnished to the Retailer shall be used only for the performance of this contract unless otherwise provided herein or approved by SCEL.
10. The Retailer agrees not to sell any lottery tickets for a specific game before the announced start of that game. The Retailer agrees and is responsible for returning instant game tickets before the return deadline for end of games. The Retailer agrees not to sell lottery tickets after the "last date to sell" for a specific game.
11. The Retailer is solely responsible for any promotional activity or contest, including but not limited to, raffles or similarly styled games or promotions involving or relating to lottery products, unless the promotion or contest is part of a lottery game (such as a second chance drawing) and is sponsored, approved or authorized by SCEL.

**V. INDEMNIFICATION AND LIABILITY**

1. The Retailer agrees to hold harmless and indemnify SCEL and the State of South Carolina from any liability resulting from or in connection with the sale or purchase of a lottery ticket(s) that is inconsistent with the terms of this contract, the Lottery Act, and the policies, rules or regulations of SCEL. The Retailer agrees to hold harmless and indemnify SCEL and the State of South Carolina from any liability arising from or in connection with ticket theft or the reporting of tickets as stolen.
2. The Retailer agrees that, in its capacity as a contractor to sell lottery tickets, the Retailer is not acting on behalf of SCEL or the State as an agent, officer, or employee, but is acting in the capacity of an independent contractor.
3. Except for the tortious acts of SCEL employees, the Retailer agrees that any contractual or tortious liability incurred by the Retailer in connection with the sale, purchase or redemption of lottery tickets shall be the sole responsibility of the Retailer. Payouts or redemptions on properly validated winning tickets, up to and including \$500 per transaction, must be paid by the Retailer but will be reimbursed by SCEL through the retailer's lottery proceeds account or otherwise paid to the Retailer.

**VI. SEVERABILITY**

If any item, provision, sentence or part of a sentence of this contract is deemed to be invalid or unenforceable, the remaining provisions shall be enforceable.

**VII. SURVIVORSHIP**

Termination, suspension or revocation of a retail sales license does not relieve the Retailer from the obligations imposed by the Lottery Act or SCEL regulations. This provision and the following provisions survive termination, cancellation or revocation of this contract: Section II, paragraph 3; Section III - paragraphs 1, 3 (the obligation to maintain the account shall cease after a final accounting and remittance of any outstanding balance to SCEL), 4, 7 and 8; Section IV – paragraphs 8 and 11; Section V; Section VI and Section VIII.

**VIII. GENERAL PROVISIONS**

In addition to the terms and conditions of this contract, by signing below, the Retailer agrees to be bound by all applicable provisions of the Lottery Act and rules, policies or regulations of SCEL as they are currently constituted or as they may be established or modified during the term of this contract and those documents are hereby deemed incorporated herein. Subject to the terms of this contract, the Retailer may surrender its lottery retail sales license to SCEL, without penalty, if it does not wish to comply with the later adopted policy, procedure, practice or guideline of SCEL.

Violations of the Lottery Act, SCEL rules, policies or regulations may result in the revocation of a license. It is understood that the terms and conditions listed above are not the exclusive obligations imposed on a retailer and are not intended to narrow or lessen any obligation or requirement imposed by law or regulation.

**BY SIGNING THIS CONTRACT, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THE CONTRACT AND AGREE TO BE BOUND THEREBY.**

**FURTHER, THE PERSON SIGNING THIS DOCUMENT ON BEHALF OF THE RETAILER CERTIFIES THAT HE OR SHE IS A PERSON AUTHORIZED TO BIND THE RETAILER.**

**FURTHER, IF IT IS DETERMINED THAT THE INDIVIDUAL SIGNING THIS CONTRACT ON BEHALF OF THE RETAILER IS NOT LEGALLY AUTHORIZED TO REPRESENT THE RETAILER, SCEL SHALL CONSIDER THIS TO BE A MATERIAL MISREPRESENTATION IN THE APPLICATION AND THE CONTRACT SHALL BE SUBJECT TO TERMINATION.**

AS AUTHORIZED IN SECTION 15-7-50, SOUTH CAROLINA CODE OF LAWS, UPON CONCLUSION OF ALL ADMINISTRATIVE PROCESSES, THE RETAILER AGREES TO THE HEARING OF ANY ACTION IN RICHLAND COUNTY, FIFTH JUDICIAL CIRCUIT THAT IS SUBJECT TO THE JURISDICTION OF THE COURT OF COMMON PLEAS, ARISING FROM ANY CLAIM OR DISPUTE RELATING TO THIS CONTRACT OR FROM A BREACH OF THIS CONTRACT.

Name of Owner, Company, Name of Legal Entity, or Name of Sole Proprietor:	
Name of Retail Location:	
SC Education Lottery Retail Number (Renewals only:	

**Address of the Retail Sales Location for which this contract applies:**

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Authorizing Signature / Owner

\_\_\_\_\_  
City / State / Zip

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Title



**For SCEL Use Only**

\_\_\_\_\_  
Regional Sales Manager

\_\_\_\_\_  
SCEL Executive Director (Signature)

\_\_\_\_\_  
Marketing Sales Rep

**Ernie Passailaigue**  
SCEL Executive Director (Printed)

\_\_\_\_\_  
Telephone Sales Rep

\_\_\_\_\_  
Date

## Application Packet Checklist

**Please make sure you've done the following  
before mailing the packet back to us.**

1. \_\_\_\_\_ **Corrected** any of the pre-printed materials including phone numbers and mailing address on the form.
2. \_\_\_\_\_ **Listed** all the owners on Schedule A, page 1, Section 3 (use Schedule C to list additional owners)
3. \_\_\_\_\_ **Signed** Schedule A, page 2, Section 9
4. \_\_\_\_\_ **Signed** Schedule B
5. \_\_\_\_\_ **Signed** the contract
6. \_\_\_\_\_ **Inserted** Application Schedule A1, A2, B, C, and all pages of the contract inside the return envelope.