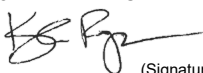



<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. Contract Number CFOPD-20-C-001B		Page of Pages	
				1	And Attachment A
2. Amendment/Modification Number Modification Eighteen (18)		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.	
				5. Solicitation Caption Instant Ticket Manufacturing Services	
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 <sup>th</sup> Street, S.W. Suite E620 Washington, D.C. 20024			7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code) Scientific Games, Inc. 1500 Bluegrass Lakes Parkway Alpharetta, GA 30004 Attn: Phil Bauer – Vice President Corporate Counsel <a href="mailto:phil.bauer@scientificgames.com">phil.bauer@scientificgames.com</a>			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			10A. Modification of Contract/Order No. CFOPD-20-C-001B		
			10B. Dated (See Item 13) December 13, 2019		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority): F					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the DC Financial Responsibility and Management Assistance Authority.					
C. This supplemental agreement is entered into pursuant to authority of:					
X D. Other (Specify type of modification and authority) 1.8 "Changes"					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  The Contract is hereby modified as follows:  A. The following attached Agreement to Print Licensed Games executed between, Hasbro, Inc. and Hasbro International Inc., and the District of Columbia is hereby incorporated into the contract:  Game No(s). DC-1599, DC-1600, DC-1601 MONOPOLY™ ®  B. The Contractor shall provide Instant Ticket Printing Services for Game No(s). DC-1599, DC-1600, DC-1601 MONOPOLY™ ® in accordance with the Game Specifications attached hereto as "Attachment A". Attachment A is hereby incorporated into the contract.  C. All other terms and conditions shall remain unchanged.					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print) Kyle Rogers, VP North American Instant Products			16A. Name of Contracting Officer Drakus Wiggins, CPPO or Anthony A. Stover, CPPO		
15B. Name of Contractor  (Signature of person authorized to sign)		15C. Date Signed 7/17/24		16B. District of Columbia  (Signature of Contracting Officer)	
				16C. Date Signed July 23, 2024	

Contract No. CFOPD-20-C-001B  
Modification Eighteen (18)

## **Attachment A**

**MULTI-GAME ACTIVATION AGREEMENT  
MONOPOLY™**

THIS MULTI-GAME ACTIVATION AGREEMENT (this “**CONTRACT**”) is made and entered into this 23<sup>rd</sup> day of July, 2024 by and between the District of Columbia Office of the Chief Financial Officer on behalf of the Office of Lottery and Gaming (the “**LOTTERY**”) with offices at 2235 Shannon Place, S.E., Washington, D.C. 20020, and Scientific Games, LLC (“**SG**”), with offices at 1500 Bluegrass Lakes Parkway, Alpharetta, Georgia 30004.

**RECITALS**

WHEREAS, the LOTTERY desires to utilize the name, logos, designs and images of the MONOPOLY® brand in association with three (3) scratch-off instant win lottery games to be conducted by the LOTTERY within the District of Columbia; and

WHEREAS, SG is an exclusive licensee of the Property (as defined below) that the LOTTERY intends to utilize; and

WHEREAS, the LOTTERY desires to enter into this CONTRACT with SG to utilize the Property upon the terms and conditions as set forth herein; and

WHEREAS, the LOTTERY and SG have entered into an agreement for the production of instant tickets and related services CFOPD-20-C-001B (the “**SG Instant Ticket Contract**”), as modified from time to time, and the purpose of this CONTRACT is to supplement, but not to override, the terms and conditions contained in the SG Instant Ticket Contract.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth and for other good and adequate consideration, the sufficiency of which is acknowledged hereby, and intending to be legally bound, the parties hereto agree as follows.

**1. PROPERTY**

As used herein, the term “**Property**” shall collectively refer to the approved designs names, symbols, characters, likenesses, game play, rules, instructions, trade names and visual representations embodied in the MONOPOLY® board game, licensed and owned by Hasbro, Inc. and Hasbro International Inc. (collectively hereinafter “**Licensor**”), subject to the terms and conditions set forth in the license agreement between Licensor and SG. SG has been granted an exclusive license to use the Property with scratch-off instant-win lottery tickets in the United States.

Subject to the terms and conditions of this CONTRACT, SG hereby grants the LOTTERY the non-exclusive right to reproduce, use and make copies of the Property in association with three (3) scratch-off instant-win lottery games to be conducted by

the LOTTERY and identified as DC-1599 \$2 “MONOPOLY™”, DC-1600 \$5 “MONOPOLY™ and DC-1601 \$10 “MONOPOLY™ (the “**Games**”). All rights not specifically granted to the LOTTERY herein are specifically reserved by SG and/or the Licensor.

## **2. UTILIZATION OF PROPERTY**

- a) Graphic and other creative elements for the Property that may be reproduced and used by the LOTTERY in ticket art designs and related advertising for the Games are limited to the Property as defined in Section 1 above.
- b) The LOTTERY recognizes the great value of the goodwill associated with the Property and acknowledges that the Property and all rights therein and the goodwill pertaining thereto belong exclusively to the Licensor. Upon expiration of this CONTRACT, the LOTTERY shall discontinue any and all use of the Property and sale or distribution of any articles bearing the Property. Notwithstanding the forgoing, that the LOTTERY may continue to display the Property solely for historical, archival, legislative, and regulatory purposes after the termination of this CONTRACT. All uses of the Property shall inure to Licensor’s benefit.
- c) The LOTTERY shall submit all artwork and other materials for tickets, advertising, marketing and promotions (including, without limitation, point-of-sale materials and press releases), and any other item that contains or references the Property (all of the foregoing, collectively, the “**Artwork**”) for the Games to SG for approval. The LOTTERY shall not disseminate any tickets, advertisement, or promotional materials featuring the Property until it has procured SG’s written approval. SG and Licensor shall endeavor to approve or disapprove each piece of Artwork within fifteen (15) business days from the time it is submitted to SG by the LOTTERY. The LOTTERY shall submit all revised Artwork to SG, and SG and Licensor shall again endeavor to respond to such resubmission with an additional fifteen (15) business day period. If SG does not respond to the LOTTERY’s request for approval of Artwork within the aforementioned time periods, the Artwork shall be deemed not approved by SG. SG’s approval of, and requests for revision of, Artwork shall be communicated via email, fax or other written documentation.
- d) Neither party will unreasonably withhold its approval of any act or request of the other to which its approval is necessary or desirable; provided, however, that Licensor’s consent to any proposed use of the Property may be granted or withheld at Licensor’s sole discretion. On request, SG shall provide the LOTTERY with examples of approved promotional material(s) produced by other lotteries that have entered into licensing agreements with SG for the use of the Property for the sole purpose of providing guidance to the LOTTERY in its creation of the Artwork.
- e) The LOTTERY agrees that all right, title and interest in and to the Property, including, without limitation, all intellectual property rights with respect thereto, and all such rights with respect to Game, Artwork and any other materials incorporating, reproducing or otherwise using intellectual property derived from or

based upon the Property (all of the foregoing items, collectively referred to as “**Work Product**”), shall be the sole and exclusive property of Licensor. All Work Product is and shall be “works made for hire” for Licensor under the copyright laws of the United States or analogous provisions of applicable foreign laws. Notwithstanding anything to the contrary, to the extent that any Work Product is not or cannot legally be deemed a work made for hire under applicable law, the LOTTERY hereby unconditionally and irrevocably assigns any rights, title and interest it may have in or to the Work Product to SG (for further assignment by SG to Licensor), including but not limited to copyright, trademark and trade dress rights. The LOTTERY further hereby assigns to SG or waives all moral rights worldwide in and to the Work Product to the maximum extent permitted by law. If necessary to comply with this subsection, the LOTTERY shall obtain from any entities or persons, whether its employees or others, that it engages to create Work Product a comparable full assignment and waiver of all rights so that the foregoing assignments and waiver by the LOTTERY vests in SG full rights in the Work Product, free of any claims, interests, or rights of other parties. The LOTTERY shall not permit any such entities or persons to obtain or reserve by oral or written agreements any rights as “authors” of such Work Product. At SG’s request, the LOTTERY agrees to furnish SG with full information concerning the creation of Work Product and with copies of assignments of rights obtained from other individuals and entities (provided that the LOTTERY may redact provisions of such contracts that are not relevant to such assignment of rights). Notwithstanding any provision in this CONTRACT to the contrary, to the extent not incorporating, derived from or based upon the Property or a derivative work of the Property, nothing herein shall modify the parties’ respective ownership of rights in and to their own intellectual property and derivative works of or from their respective intellectual property.

- f) SG warrants and represents that it acts as licensee of the Licensor of the Property with respect to the copyright and/or trademark rights thereof, and has the full authority to license the use of same to the LOTTERY hereunder.
- g) The LOTTERY represents and warrants that it is duly organized under applicable law and that it has the authority to enter into this CONTRACT.
- h) The LOTTERY represents and warrants that it will comply with all applicable laws (including intellectual property laws), rules and regulations in connection with the use of the Property and activities related thereto, pursuant to this CONTRACT.

### **3. TRADEMARK AND OTHER REQUIREMENTS**

- a) The LOTTERY agrees to place a registered trademark (“®”) or trademark (“™”) designation near each use of the Property on the Artwork, as appropriate, or as may otherwise be specified by SG or the Licensor. The LOTTERY further agrees that the following notice(s) along with the Officially Licensed Product (“OLP”) logo shall be placed on the instant scratch ticket back and all Artwork, including but not

limited to point-of-sale (“POS”), Out-Of-Home (“OOH”), TV, digital, online and social media embodying the Property (or element thereof):

*The MONOPOLY name and logo, the distinctive design of the game board, the four corner squares, the MR. MONOPOLY name and character, as well as each of the distinctive elements of the board and playing pieces are trademarks of Hasbro for its property trading game and game equipment. ©1935, (year of production) Hasbro. All Rights Reserved. Licensed by Hasbro.  
(MONOPOLY OLP – DIAMOND GAME BOARD LOGO)*

Subject to Licensor approval, for creative materials where space is limited or legibility is an issue, such as digital and social banners and large-format outdoor advertising, the designated trademark to be used is:

*MONOPOLY TM, ® & ©1935, (year of production) Hasbro.  
(MONOPOLY OLP – DIAMOND GAME BOARD LOGO)*

The following notice shall be read as voice over on air for radio:

*MONOPOLY is a trademark of Hasbro.*

SG reserves the right to modify trademark requirements prior to final approval of all creative elements.

- b) The LOTTERY shall indicate that the licensing rights for the Property have been obtained from “Scientific Games, LLC” in all press releases issued by the LOTTERY for these Games.
- c) SG and the LOTTERY mutually warrant that any wagering or other gaming activity offered through the Internet or any other electronic media shall be done in full compliance with applicable U.S. and District of Columbia law.
- d) The LOTTERY agrees to place any applicable patent markings on the ticket back as may be required by Licensor or SG.
- e) At a minimum, the LOTTERY shall provide SG with the following samples for the Games, as appropriate:
  - i. Two (2) books of voided lottery tickets for each Game;
  - ii. One (1) digital sample of all point-of-sale and printed advertising pieces;
  - iii. One (1) digital sample of all TV and/or radio advertising; and
  - iv. One (1) digital sample of all retailer sell-in and related communications materials.

- f) Each of SG and the LOTTERY represents and warrants that it complies with all applicable Data Protection Laws and that each has in place a data security program that includes the following (and such additional measures as are required by applicable Data Protection Laws):
- i. technology-based security measures policies, procedures and practices;
  - ii. ongoing education and training which meets general industry practice to safeguard similar Data;
  - iii. reasonable protections against unauthorized disclosure of Data or access to Data transmitted, stored or otherwise processed; and
  - iv. reasonable protections against accidental or unlawful destruction of, loss of or alteration to Data transmitted or stored.

For the purposes of determining and interpreting the parties' foregoing respective duties and obligations pursuant to this Section 3(f), the following definitions shall apply:

**“Data”** means all Personal Data relating to end users (Game players) which is collected, produced or generated by or on behalf of SG or the LOTTERY, as applicable, in connection with this CONTRACT.

**“Data Protection Laws”** means all applicable laws concerning data protection, data privacy, data security, and data transfer as amended, supplemented, substituted or replaced from time to time, including but not limited to the Regulation (defined below).

**“Personal Data”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**“Regulation”** means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and any law which implements, supplements, or replaces it.

#### **4. TICKET QUANTITIES AND PRICE POINTS**

- a. DC-1599 \$2 MONOPOLY™ Two hundred forty thousand (240,000) tickets
- b. DC-1600 \$5 MONOPOLY™ Two hundred forty thousand (240,000) tickets
- c. DC-1601 \$10 MONOPOLY™ Two hundred forty thousand (240,000) tickets

#### **5. SALES PERIOD**

Public sales to begin on or about October 2, 2024 for all Games

## **6. POTENTIAL SALES**

Four million eighty thousand dollars (\$4,080,000 consisting of:

- a. DC-1599 \$2 MONOPOLY™ Four hundred eighty thousand dollars (\$480,000)
- b. DC-1600 \$5 MONOPOLY™ One million two hundred thousand dollars (\$1,200,000)
- c. DC-1601 \$10 MONOPOLY™ Two million four hundred thousand dollars (\$2,400,000)

## **7. FEES**

A license fee (“**License Fee**”) shall be paid by the LOTTERY to SG for the use of the Property licensed hereunder, equivalent to one and one-half percent (1.5%) of Potential Sales of each Game, but shall be invoiced on the delivered quantity of the Games’ tickets.

## **8. PAYMENT**

SG shall invoice the LOTTERY approximately sixty-one thousand two hundred dollars (\$61,200) for the License Fee upon delivery of the Games to the LOTTERY’s warehouse. The actual amount of the invoice for the License Fee will be based on the actual number of tickets delivered to the LOTTERY for each Game. The LOTTERY shall remit payment to SG for such invoice in accordance with the Quick Payment Act, D.C. Code §§ 2-221-01 *et. seq.*, after the LOTTERY’s receipt of such invoice.

## **9. MARKETING SUPPORT**

SG shall provide the LOTTERY with support in designing the ticket Artwork for each of the Games at no additional cost to the LOTTERY.

## **10. TERM**

The term of this CONTRACT shall commence on the date first written above and expire on the last day for claiming prizes for the Games as established by the LOTTERY. The parties acknowledge that all Game tickets and promotional material must be printed by December 31, 2026, and delivered to the LOTTERY or to a third-party distribution center in its jurisdiction by December 31, 2026. For clarity, use of the Property for Game-related informational Internet activity and sales claims may extend beyond December 31, 2026.

## **11. COMPLIANCE WITH DISTRICT OF COLUMBIA LAW**

SG shall provide all supplies and services under this CONTRACT in accordance with the laws of the District of Columbia.



## 12. FORCE MAJEURE

A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. As herein used, “**Force Majeure**” means an act of God or public enemy, to include acts of terrorism, earthquake, fire, flood, explosion, epidemic, pandemic, quarantine restriction, strikes, freight embargoes or closure of all major access roads to a geographic area, action of the elements, governmental interference, rationing or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, a party is unable to control.

SG shall not be liable for any delay in or failure of performance under the CONTRACT due to a Force Majeure occurrence provided that SG shall use reasonably diligent efforts to avoid or otherwise minimize the impact of an event of Force Majeure on SG’s performance. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of the cause(s) of such delay or failure shall extend the period for performance to such extent as determined to be necessary to enable complete performance by SG if reasonable diligence is exercised after the cause of delay or failure has been removed.

## 13. NOTICE

The parties agree that all notices given pursuant to the terms of this CONTRACT shall be sufficient if made in writing and sent by facsimile or courier service with receipt acknowledged to the appropriate party. All other communications shall be sufficient if made in writing and mailed certified mail, first class postage prepaid, return receipt requested. Any such notice or communication shall be sent to the following addresses or such other addresses as may be designated from time to time by the parties in writing:

- a) As to SG:  
Kyle Rogers  
Vice President, North American Instant Products  
Scientific Games, LLC  
1500 Bluegrass Lakes Parkway  
Alpharetta, GA 30004  
Fax: (770) 772-7674
  
- b) As to the LOTTERY:  
Frank Suarez  
Executive Director  
D.C. Lottery & Charitable Games Control Board  
2235 Shannon Place, S.E.  
Washington, D.C. 20020  
Fax: (202) 645-8000

and to:  
Drakus Wiggins  
Contracting Officer  
OCFO Office of Contracts  
1100 4th Street, SW, Suite E620  
Washington, DC 20024

#### **14. APPLICABLE LAW**

This CONTRACT shall be construed and performed in accordance with the laws of the District of Columbia.

#### **15. SEVERABILITY**

If a court of competent jurisdiction determines any portion of this CONTRACT to be invalid, it shall be severed and the remaining portion of this CONTRACT shall remain in effect.

#### **16. ASSIGNMENT**

Except and to the extent set forth herein the LOTTERY shall not have the right to assign or sublicense its rights under this CONTRACT, including by operation of law.

#### **17. LIMITATION OF LIABILITY**

The LOTTERY acknowledges that the Licensor shall have no liability whatsoever to the LOTTERY, including, without limitation, special, incidental, tort, or consequential damages arising out of, or in connection with, the use of the Property or the use or performance of the authorized lottery products.

#### **18. CONFLICTS BETWEEN THIS CONTRACT AND THE SG INSTANT TICKET CONTRACT**

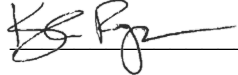
The purpose of this CONTRACT is to supplement, but not to override, the terms and conditions contained in the SG Instant Ticket Contract CFOPD-20-C-001B. All of the terms and conditions of the SG Instant Ticket Contract, specifically including but not limited to, terms and conditions relating to intellectual property rights, second chance drawing and prize fulfillment, are incorporated into and made a part of this CONTRACT for all purposes. If there is any conflict between the terms and conditions of this CONTRACT and the terms and conditions of the SG Instant Ticket Contract, the terms and conditions of the SG Instant Ticket Contract CFOPD-20-C-001B shall prevail and control.

**{SIGNATURE PAGE FOLLOWS}**

The parties hereto have executed this CONTRACT on the date first written above.

**SCIENTIFIC GAMES, LLC**

**DISTRICT OF COLUMBIA OFFICE  
OF THE CHIEF FINANCIAL OFFICER  
ON BEHALF OF THE OFFICE OF  
LOTTERY AND GAMING**

By:  \_\_\_\_\_  
Title: VP, North American Instant Products **KTE**

Date: 7/17/24

By:  \_\_\_\_\_

Title: Contracting Officer

Date: July 23, 2024

