Powerball Pool Agreement

This Agreement is entered into by and between all of the signators and sets forth the Agreement for pooling of tickets for the Powerball lottery drawing on ______ ("Designated Powerball Date"), for the purpose of jointly playing, and jointly sharing in any prizes, including pre-designating a portion of prizes to a good cause as identified herein.

Each of the persons signing below, and the meeting of the requirements of contributing funds to purchase Powerball tickets or contributing already purchased Powerball tickets in the timeframe set forth herein, shall be designated a "Participant." Each Participant designates ______, as the "Lottery Pool Manager." The collection of Powerball tickets contributed to the pool under this Agreement, and any prizes awarded for those tickets, will be referred to as the "Powerball Pool."

1. CONTRIBUTIONS. Each participant shall be liable to contribute at least the following:

a. Two Dollars (\$2.00) which will result in the purchase of one Powerball Ticket per \$2.00 contribution. (No contribution increments less than \$2.00 are allowed.)

b. Assignment of a pre-purchased Powerball ticket for the Designated Powerball Date drawing, through identification of the selected numbers and submission of a copy of the ticket (picture from cell phone is sufficient).

2. DEADLINE FOR CONTRIBUTION. Each party to the pool shall turn over all funds for the purchase of tickets to the Lottery Pool Manager by ______ on the Designated Powerball Date, which shall allow sufficient time prior to the closing time for purchase of tickets for the drawing. Participants acknowledge that Lottery Pool Manager will choose 'quick-pick' randomly assigned numbers. As soon as tickets are purchased, they will be digitally photographed, and that photograph of numbers will be distributed to all Participants for review and to check for winning tickets. Assignment of pre-purchased Powerball tickets shall be identified as contributions to the Powerball Pool no later than the Designated Powerball Date at _____ pm.

3. LOTTERY POOL MANAGER. All contributions and assignments of prepurchased Powerball tickets will be made to Lottery Pool Manager, ______, [address, phone, email]______. The Lottery Pool Manager will maintain a list of all Participants, contributions, and Powerball ticket numbers, and disseminate them to all Participants collectively on the day of the drawing, or earlier upon request from any Participant.

4. SHARES IN POOL. Each Participant shall be entitled to one (1) share in the Powerball Pool for each \$2.00 and/or ticket assignment as described above. Each

Participant will have a proportional share in the Powerball Pool according to their contributions, calculated as 1 share per \$2.00 or equivalent, divided by the total number of \$2.00 or equivalent contributions.

5. TICKETS OUTSIDE OF POOL ALLOWED. Participants and the Lottery Pool Manager are not in any way restricted from purchasing additional tickets outside the pool, and any winnings from those tickets are not bound by this Agreement.

6. FAILURE TO MAKE CONTRIBUTIONS; VOLUNTARY WITHDRAWAL. In the event that a Participant does not sign this Agreement or provide funds or copies of contributed lottery tickets by the deadline, tickets will NOT be purchased on their behalf, and they will no longer be considered part of the Powerball Pool for this drawing, and so will not reap any financial benefits or otherwise from any winnings. Any member may withdraw by written notice to the Lottery Pool Manager at any time prior to tickets being purchased by the Lottery Pool Manager, and their participation in the Powerball Pool, shall thereupon end.

7. PRIZES HELD IN TRUST. Any and all funds won as prizes shall be considered to be held in trust for the Powerball Pool by the Lottery Pool Manager. Distribution of funds will be determined as outlined below.

8. DISTRIBUTION OF PRIZES. In the event that any prizes [over \$____] are won because of Powerball tickets in the Powerball Pool, the Lottery Pool Manager, who shall serve without compensation, shall divide the collective prizes as follows.

- ____ By Participants according to their contribution shares
- By Participants equally
 - ____Other __

If any prizes are won in an amount less than the dollar amount designed in this paragraph, those prizes will belong to the Participant who purchased that ticket, or for whom that ticket was purchased by the Lottery Pool Manager.

9. EXECUTION OF DOCUMENTS. The Participants agree to execute any documents necessary to effectuate the purposes of this Agreement.

10. LEGALITY OF AGREEMENT. If any portion of this Agreement is illegal under applicable laws, the remainder of the Agreement will still be enforceable to the extent possible to achieve the intents of the Participants to share in prizes.

11. ENTIRE AGREEMENT. This is the entire agreement of the parties and there are no agreements express or implied not stated herein. This agreement may only be altered in writing signed by all parties.

12. ELECTRONIC EXECUTION OF AGREEMENT. This Agreement may be executed electronically sent to the email address designated below, with agreement confirmed by return email, for each Participant.

Lottery Pool Manager & Participant Accepted and Agreed by the following Participants:

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