# Scratch Ticket Game Closing Analysis SUMMARY REPORT 

## Instant Ticket Information



## Instant Ticket Information

Game \#

Game Name
Percent Sold


| $68.16 \%$ |
| ---: |
| $68.83 \%$ |
| 27 |
| 17 |

## Recommendation

$\square$ Based on the findings in this Summary Report, I am recommending closing the above game.
I am recommending closing the above game based on the below business reason(s):
This Cowboys game needs to be pre-called in March to permit the game to be closed and the final drawing conducted prior to the launch of the next Cowboys game tentatively scheduled to launch in August 2022, as well as to ensure the winners of season ticket prizes from the final drawing will receive tickets to the next season.


2/23/2022

[^0]

2/25/2022
Products Manager
Date

By signing below, I agree with the recommendation of the Products Department Staff to close the above game.
hor Minute 2/27/2022

Lottery Operations Division Director Date



3/1/2022
Executive Director

*Play the Games of Texas"!"
2/22/22
Da Vinci Report


## Liability for 2323 / for Life to Date

| Product Status: Active |  |  | SmartCash Enabled: N/A |  | Validation Range: 07/30/2021-12/31/2037 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Outstanding Prizes |  |  |  |  |  |  |
| Tier | Ref S | SmartCash | Tier Value | Count | Amount | Tickets Paid Life to Date | Amount Paid Life to Date | \% paid | Est. Tickets Sold |
| 1 | 1 | N/A | \$5.00 | 481057 | \$2,405,285.00 | 750552 | \$3,752,760.00 | 60.94\% | 6031536 |
| 2 | 2 | N/A | \$10.00 | 88636 | \$886,360.00 | 153238 | \$1,532,380.00 | 63.35\% | 6270429 |
| 3 | 3 | N/A | \$10.00 | 99733 | \$997,330.00 | 164202 | \$1,642,020.00 | 62.21\% | 6157458 |
| 4 | 4 | N/A | \$15.00 | 74079 | \$1,111,185.00 | 123948 | \$1,859,220.00 | 62.59\% | 6194911 |
| 5 | 5 | N/A | \$15.00 | 70687 | \$1,060,305.00 | 127181 | \$1,907,715.00 | 64.28\% | 6361604 |
| 6 | 6 | N/A | \$20.00 | 70903 | \$1,418,060.00 | 126989 | \$2,539,780.00 | 64.17\% | 6351230 |
| 7 | 7 | N/A | \$20.00 | 73191 | \$1,463,820.00 | 124860 | \$2,497,200.00 | 63.04\% | 6239737 |
| 8 | 0 | N/A | \$50.00 | 9673 | \$483,650.00 | 17902 | \$895,100.00 | 64.92\% | 6425487 |
| 9 | 0 | N/A | \$50.00 | 8659 | \$432,950.00 | 16155 | \$807,750.00 | 65.10\% | 6443624 |
| 10 | 0 | N/A | \$50.00 | 8919 | \$445,950.00 | 15890 | \$794,500.00 | 64.05\% | 6339203 |
| 11 | 0 | N/A | \$100.00 | 324 | \$32,400.00 | 509 | \$50,900.00 | 61.10\% | 6047735 |
| 12 | 0 | N/A | \$100.00 | 478 | \$47,800.00 | 905 | \$90,500.00 | 65.44\% | 6476590 |
| 13 | 0 | N/A | \$100.00 | 298 | \$29,800.00 | 542 | \$54,200.00 | 64.52\% | 6386163 |
| 14 | 0 | N/A | \$100.00 | 292 | \$29,200.00 | 539 | \$53,900.00 | 64.86\% | 6419597 |
| 15 | 0 | N/A | \$100.00 | 497 | \$49,700.00 | 887 | \$88,700.00 | 64.09\% | 6343187 |
| 16 | 0 | N/A | \$100.00 | 487 | \$48,700.00 | 899 | \$89,900.00 | 64.86\% | 6419725 |
| 17 | 0 | N/A | \$100.00 | 202 | \$20,200.00 | 354 | \$35,400.00 | 63.67\% | 6301566 |
| 18 | 0 | N/A | \$100.00 | 213 | \$21,300.00 | 340 | \$34,000.00 | 61.48\% | 6085185 |
| 19 | 0 | N/A | \$500.00 | 18 | \$9,000.00 | 35 | \$17,500.00 | 66.04\% | 6536002 |
| 20 | 0 | N/A | \$500.00 | 27 | \$13,500.00 | 56 | \$28,000.00 | 67.47\% | 6677746 |
| 21 | 0 | N/A | \$500.00 | 42 | \$21,000.00 | 72 | \$36,000.00 | 63.16\% | 6250973 |
| 22 | 0 | N/A | \$500.00 | 22 | \$11,000.00 | 33 | \$16,500.00 | 60.00\% | 5938425 |
| 23 | 0 | N/A | \$500.00 | 29 | \$14,500.00 | 58 | \$29,000.00 | 66.67\% | 6598250 |
| 24 | 0 | N/A | \$5,000.00 | 4 | \$20,000.00 | 10 | \$50,000.00 | 71.43\% | 7069553 |
| 25 | 0 | N/A | \$5,000.00 | 3 | \$15,000.00 | 11 | \$55,000.00 | 78.57\% | 7776508 |
| 26 | 0 | N/A | \$100,000.00 | 2 | \$200,000.00 | 2 | \$200,000.00 | 50.00\% | 4948687 |
|  |  |  | Totals: | 988475 | \$11,287,995.00 | 1,626,169 | \$19,157,925.00 |  |  |



## Interoffice Memo

## Payment Approval

## August 4, 2021

The attached invoice(s) for service is being submitted for approval.

| Vendor Name | Pollard |
| :--- | :--- |
| P.O. Number (if applicable) $362-21-9010 R L 022$ <br> Tx Game Name Game \#2323 Cowboys <br> Invoice Number 8522489 <br> Invoice Amount $\$ 816,474.23$ |  |

The above referenced invoice(s) have been reviewed and certified as proper, accurate and should be paid by the Texas Lottery Commission.

The above referenced invoices have been reviewed and certified as proper,
 accurate and should be paid by the Texas Lottery Commission.


Dale Bowersock (Scratch Ticket Strategy Coordinator) 8/4/2021

Please forward to the next person for approval


## Burrola, Jessica

| From: | Tirloni, Robert |
| :--- | :--- |
| Sent: | Wednesday, August 4, 2021 11:53 AM |
| To: | Products |
| Subject: | FW: Ryan Mindell out of office; Robert Tirloni |

For your files.

From: Mendoza, Merry [Merry.Mendoza@lottery.state.tx.us](mailto:Merry.Mendoza@lottery.state.tx.us)
Sent: Monday, August 2, 2021 8:04 AM
To: Bland, Angie [Angie.Bland@lottery.state.tx.us](mailto:Angie.Bland@lottery.state.tx.us); Biard, Bob [Bob.Biard@lottery.state.tx.us](mailto:Bob.Biard@lottery.state.tx.us); Fernandez, Mike [Mike.Fernandez@lottery.state.tx.us](mailto:Mike.Fernandez@lottery.state.tx.us); Grief, Gary [Gary.Grief@lottery.state.tx.us](mailto:Gary.Grief@lottery.state.tx.us); Pyka, Kathy [Kathy.Pyka@lottery.state.tx.us](mailto:Kathy.Pyka@lottery.state.tx.us); Rogers, Ed [Ed.Rogers@lottery.state.tx.us](mailto:Ed.Rogers@lottery.state.tx.us); Trevino, Nelda [Nelda.Trevino@lottery.state.tx.us](mailto:Nelda.Trevino@lottery.state.tx.us); Page, Ray [Ray.Page@lottery.state.tx.us](mailto:Ray.Page@lottery.state.tx.us); Tirloni, Robert [Robert.Tirloni@lottery.state.tx.us](mailto:Robert.Tirloni@lottery.state.tx.us); Sanchez, Sheila [Sheila.Sanchez@lottery.state.tx.us](mailto:Sheila.Sanchez@lottery.state.tx.us); Austin, Casey [Casey.Austin@lottery.state.tx.us](mailto:Casey.Austin@lottery.state.tx.us); Veselka, David [David.Veselka@lottery.state.tx.us](mailto:David.Veselka@lottery.state.tx.us); Simpson, MaryBeth [MaryBeth.Simpson@lottery.state.tx.us](mailto:MaryBeth.Simpson@lottery.state.tx.us); Carney, James [James.Carney@lottery.state.tx.us](mailto:James.Carney@lottery.state.tx.us); Snell, Amy [Amy.Snell@lottery.state.tx.us](mailto:Amy.Snell@lottery.state.tx.us); Moreno, Heidi [Heidi.Moreno@lottery.state.tx.us](mailto:Heidi.Moreno@lottery.state.tx.us); Perez, Maria [Maria.Perez@lottery.state.tx.us](mailto:Maria.Perez@lottery.state.tx.us); Anderson, Lisa [Lisa.Anderson@lottery.state.tx.us](mailto:Lisa.Anderson@lottery.state.tx.us); Mindell, Ryan [Ryan.Mindell@lottery.state.tx.us](mailto:Ryan.Mindell@lottery.state.tx.us); Guarnero, Annika [Annika.Guarnero@lottery.state.tx.us](mailto:Annika.Guarnero@lottery.state.tx.us); Zamora, Myra [Myra.Zamora@lottery.state.tx.us](mailto:Myra.Zamora@lottery.state.tx.us); Thomas, Jan [Jan.Thomas@lottery.state.tx.us](mailto:Jan.Thomas@lottery.state.tx.us); Guarnero, Annika [Annika.Guarnero@lottery.state.tx.us](mailto:Annika.Guarnero@lottery.state.tx.us); Valdez, Mario [Mario.Valdez@lottery.state.tx.us](mailto:Mario.Valdez@lottery.state.tx.us) Subject: Ryan Mindell out of office; Robert Tirloni

Ryan Mindell will be out of the office August 2-4. In his absence, Robert Tirloni will be in charge of Lottery Operations and will have full signature authority including jackpot estimation.

INVOICE NO.: 8522489

| Sold To: Texas Lottery Commission | Ship To: | IGT Texas Distribution Center |
| :--- | :--- | :--- |
| P.O. Box 16630 | 8520 Tuscany Way <br> Auilding \#6, Suite 100 |  |
| Austin, TX 78761-6630 | Attn:Texas Lottery Warehouse Rep <br> United States <br>  <br> Austin, Texas 78754 <br> United States |  |
| Terms: Net 30 days after date of invoice | Due Date: | August 29, 2021 |


| Invoice Date | Order No. | Your Order | Customer No. |
| :---: | :---: | :---: | :---: |
| July 30,2021 | 1130395 |  | 5008 |

Order name: COWBOYS \#2323
PO Number:

| Product Description | Quantity | Unit Price | Amount |  |
| :--- | ---: | ---: | ---: | ---: |
| Ticket Size $4 \times 8$ | $9,897,375$ | 21.79 | M | $215,663.80$ |
| Flood UV varnish on ticket front | $9,897,375$ | 2.43 | M | $24,050.62$ |
| Spectrum process applied to Scratch FX® | $9,897,375$ | 56.00 | M | $554,253.00$ |
| Spectrum process applied to Scratch FX® | 1 | $5,000.00$ | Ea | $5,000.00$ |
| Inserts | 1 | $17,506.81$ | Ea | $17,506.81$ |

Under unit price '/M' = price per thousand.

| Before Taxes: | $816,474.23$ USD |
| ---: | :---: |
| Freight: | 0.00 |
| Deposit: | 0.00 |
| Amount Due: | $816,474.23$ USD |

## Banking Instructions:

TD Bank, NA
2035 Limestone Rd.
Wilmington, DE 19808
ABA\# 026013673
Bank Account \# 3248176206

Delivery:
Tax ID/Contract Number:
GST Registration Number:

Prepaid
NA
819251463

Pro- Silver Star 2016-0001

| Initial Term | 06/22/15-02/28/2018 | 2\% of Sales NTE |  | License Lump Sum (3\% yearly escaltor) |  | Merchandise Allocation |  | Yearly Total |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Year 1 | 03/1/2016-02/28/2017 | \$ | 800,000.00 | \$ | 200,000.00 | \$ | 2,750,000.00 | \$ | 3,750,000.00 |
| Year 2 | 03/01/2017-02/28/2018 | \$ | 800,000.00 | \$ | 206,000.00 | \$ | 2,750,000.00 | \$ | 3,756,000.00 |
| Year 3 | 03/01/2018-02/28/2019 | \$ | 850,000.00 | \$ | 212,180.00 | \$ | 2,750,000.00 | \$ | 3,812,180.00 |
| Year 4 | 03/01/2019-02/28/2020 | \$ | 850,000.00 | \$ | 218,545.40 | \$ | 2,750,000.00 | \$ | 3,818,545.40 |
| Year 5 | 03/01/2020-02/28/2021 | \$ | 900,000.00 | \$ | 225,101.76 | \$ | 2,750,000.00 | \$ | 3,875,101.76 |
| Year 6 | 03/01/2021-02/28/2022 | \$ | 900,000.00 | \$ | 231,854.81 | \$ | 2,750,000.00 | \$ | 3,881,854.81 |
| Year 7 | 03/01/2022-02/28/2023 | \$ | 950,000.00 | \$ | 238,810.46 | \$ | 2,750,000.00 | \$ | 3,938,810.46 |
| Year 8 | 03/01/2023-02/28/2024 | \$ | 950,000.00 | \$ | 245,974.77 | \$ | 2,750,000.00 | \$ | 3,945,974.77 |
| Year 9 | 03/01/2024-02/28/2025 | \$ | 1,000,000.00 | \$ | 253,354.02 | \$ | 2,750,000.00 | \$ | 4,003,354.02 |
| Year 10 | 03/01/2025-02/28/2026 | \$ | 1,000,000.00 | \$ | 260,954.64 | \$ | 2,750,000.00 | \$ | 4,010,954.64 |
|  |  |  |  |  |  |  | NTRACT VALUE | \$ | 38,792,775.86 |

## ADDENDUM NO. 4

TO

# TRADEMARK LICENSE AND PROMOTIONAL AGREEMENT 

## BETWEEN LICENSOR AND SPONSOR

## 2020 and 2021 NFL Football Seasons

## 1. FEES AND CONSIDERATION

In consideration of being granted the right to use the Team's Trademarks during the Term of this Agreement, SPONSOR shall allocate the following funds:
a. Royalty and License Fees. SPONSOR shall allocate to LICENSOR a royalty based upon two percent (2\%) of the actual Sales of each Game (as defined in Section 1.3 of the Agreement) each Contract Year (including the Renewal Periods if applicable pursuant to Section 2 (Term) of the Agreement) as follows: (i) not to exceed Eight Hundred Thousand U.S. Dollars $(\$ 800,000.00)$ for the first and second Contract Years; (ii) not to exceed Eight Hundred Fifty Thousand U.S. Dollars ( $\$ 850,000.00$ ) for the third and fourth Contract Years; (iii) not to exceed Nine Hundred Thousand U.S. Dollars ( $\$ 900,000.00$ ) for the fifth and sixth Contract Years; (iv) not to exceed Nine Hundred Fifty Thousand U.S. Dollars ( $\$ 950,000.00$ ) for the seventh and eighth Contract Years; and (v) not to exceed One Million U.S. Dollars ( $\$ 1,000,000.00$ ) for the ninth and tenth Contract Years. In addition to the foregoing, SPONSOR shall allocate to LICENSOR (A) a lump sum payment in the amount of Two Hundred Thousand U.S. Dollars ( $\$ 200,000.00$ ) for the first Contract Year and continue to issue such lump sum payment plus a three percent (3\%) compounding escalator each Contract Year thereafter, including the Renewal Periods (if applicable pursuant to Section 2 (Term) of the Agreement); and (B) Two Million Seven Hundred Fifty Thousand U.S. Dollars ( $\$ 2,750,000$ ) in Merchandise Allocation payments for the Merchandise and Experiential Prizes set forth below in Section 1.b. of this Addendum No. 4. There will be an estimated nine million five hundred thousand $(9,500,000)$ tickets printed in each Game.
b. Merchandise and Experiential Prizes. LICENSOR will be paid by SPONSOR for merchandise and experiential prizes over the course of the Game as prizes are fulfilled, as more particularly described in this section. Payment to LICENSOR for merchandise and experiential prize packages that will contain a pre-determined number of individual prizes to be awarded through promotional second-chance drawings conducted by SPONSOR and fulfilled by LICENSOR. The branded Merchandise Allocation will equal approximately $8.51 \%$ of the total prize fund for the Game. LICENSOR shall invoice the SPONSOR for merchandise and experiential prizes monthly as fulfillment of each prize is complete.

For each game, LICENSOR shall provide:

- Five (5) Dallas Cowboys "Wild Weekend" packages, valued at \$50,000 each.
- Ten (10) Draft Party packages for two (2), valued at \$50,000 each.
- Five (5) Dallas Cowboys "Training Camp" packages for two (2) at the Dallas Cowboys training facility in Frisco, Texas, valued at \$7,500 each.
- Ninety (90) Pairs of Season Tickets to the next complete season of Team home games (based on the date of prize fulfillment), valued at $\mathbf{\$ 1 0 , 0 0 0}$ each.
- One thousand six hundred $(1,600)$ autographed authentic jerseys from Dallas Cowboys players (as determined by the Dallas Cowboys) valued at $\$ 475$ each.
- Three thousand twenty-five $(3,025)$ Dallas Cowboys Gift Cards, valued at $\$ 100$ each.
- Total Maximum Prize Cost for Merchandise and Experiential Prizes $=\$ 2,750,000$
c. SPONSOR shall pay for all print costs incurred to print/produce the Game.


## Invoicing for Merchandise and Experiential Prize Fulfillment

SPONSOR agrees to conduct five (5) promotional second-chance drawings for the prizes and to award in each drawing: one (1) "Wild Weekend" package (package is for a winner plus nineteen (19) guests), two (2) Draft Party Packages (each package is for a winner plus a guest), one (1) Training Camp Package (package is for a winner plus a guest), eighteen (18) pairs of Season Tickets to the next complete season of Team home games (based on the date of prize fulfillment), six hundred five (605) \$100 Dallas Cowboys Gift Cards, and three hundred twenty (320) Team Autographed Authentic Jerseys, in accordance with the following schedule:

| Drawing No. | Time Period |
| :---: | :--- |
| 1 | Between September 1- October 15 |
| 2 | Between October 16 - November 30 |
| 3 | Between December 1 - January 10 |
| 4 | Between January 11 - February 28 |
| 5 | Within fifteen (15) business days after the "End-of-Game" date described <br> in the following section |

LICENSOR will invoice SPONSOR on a monthly basis as the prizes are fulfilled. A detailed accounting of the prizes fulfilled will be included with the invoice, including the name and address of all experiential and merchandise prize pack winners during the monthly billing period and the date each experiential prize was fulfilled or each merchandise prize was mailed to each winner.

## Invoicing for Licensing Fee Sales Allocation

During the Term of this Agreement, SPONSOR shall deliver Game sales reports to LICENSOR on the first state business day of each month beginning after the start of sales of the Game. If the first business day of the month is a state of Texas holiday, then the sales report will be due on the next business day that is not a state holiday. SPONSOR will detail weekly sales totals for the applicable reporting period. LICENSOR then will issue an invoice for the licensing fee sales allocation to SPONSOR. This process will continue until the official "Call" date for the Game determined by SPONSOR in its sole discretion. The "Call" date begins a 45-day period during which all remaining tickets for the Game are returned to SPONSOR. The "End-of-Game" date is forty-five (45) days from the "Call" date and marks the end of the Game. No tickets for the closed Game may be distributed to or sold by retailers after this date. A final reconciled sales report will be provided to LICENSOR by SPONSOR no later than ninety (90) days following the official "End-of-Game" date.

The timing and decision to close a Game will be in accordance with SPONSOR's rules, policies and procedures. All of SPONSOR's directives, policies, procedures, rules, regulations and applicable laws shall apply to the Game.

## Instant Ticket Game Analysis

8/25/19-8/28/21

## Average Number of Weeks for 85\% Average Sell Through



Average Weekly Dollar Sales at 85\% Average Sell Through
A B

|  | A B C D |  |  |  |  | F G |  |  | H |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | int |  |  | Price Point |  |  |  |
| Print Quantities | \$1 | \$2 | \$3 | \$5 | Print Quantities | \$10 | \$20 | \$30 | \$50 |
| < 5M | None | None | \$1,280,407 | None | 2M | None | None | None | None |
| 5M-9.99M | \$565,128 | \$810,337 | \$1,161,701 | \$1,904,150 | 3M | None | None | None | None |
| 10M-14.99M | \$646,883 | None | None | \$2,800,321 | 4M | \$2,364,236 | None | None | None |
| 15M-19.99M | \$638,272 | None | \$1,669,812 | \$1,515,020 | 5M | \$2,813,557 | None | \$3,506,730 | \$6,331,310 |
| 20M-24.99M | None | None | None | \$2,620,225 | 6M | \$4,264,362 | \$4,577,513 | None | None |
| 25M-29.99M | \$786,285 | None | None | None | 7M | \$3,884,366 | \$3,675,833 | None | None |
| 30M-34.99M | None | None | None | None | 8M | \$3,283,703 | \$3,828,587 | None | None |
| >35M | None | None | \$1,688,331 | \$3,934,727 | >9M | \$4,643,288 | \$6,280,238 | None | None |

None = no games at this level with $85 \%$ sell through

* only one game at this level with $85 \%$ sell through

Excludes Promotional Tickets
Unaudited - For Internal Use Only


[^0]:    Scratch Ticket Strategy Coordinator Date

