OFFICIAL GAME RULES Keno

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OFFICIAL GAME RULES KENO

PART I TERM AND BRIEF GAME DESCRIPTION.

The Keno game (the "Game") described in these Official Game Rules shall commence sales and Drawings no sooner than January 17, 2016 and continue until terminated. Upon a decision to terminate the Game, the Connecticut Lottery Corporation (the "CLC") shall publicly announce a termination date.

The Game is a Terminal Lottery Game. The base wager price is one dollar (\$1.00) per Drawing, but Players may wager two dollars (\$2.00), three dollars (\$3.00), four dollars (\$4.00), five dollars (\$5.00), ten dollars (\$10.00), or twenty dollars (\$20.00) per Drawing. For each Drawing, a Player chooses to play between one (1) and ten (10) numbers, known as the Spot Category. The Spot Category is the quantity of numbers the Player tries to match to the Winning Numbers. The Player then chooses his/her numbers from a field of one (1) through eighty (80), inclusive, or allows the Terminal Gaming System to select the numbers. The Player receives a Ticket identifying the numbers selected and the Spot Category. Twenty (20) Winning Numbers are randomly selected in each Drawing. As set forth more fully in Parts III and IV of these Official Game Rules, a Player may win a prize based on the Player's numbers, the Player's Spot Category, and the Winning Numbers.

For double the cost of a Player's Ticket, the Player may purchase an optional add-on feature known as the Bonus Multiplier that, subject to the maximum prize limits set forth in Part IV Section C of these Official Game Rules, multiplies the Player's prize for that Drawing by the value of the Bonus Multiplier randomly selected prior to that Drawing. Bonus Multiplier information and prizes are set forth more fully in Parts III and IV of these Official Game Rules.

PART II DEFINITIONS.

- A. "Bonus Multiplier" shall mean a number (one [1], two [2], three [3], four [4], five [5] or ten [10]) randomly selected by the Terminal Gaming System prior to each Drawing, which, subject to the maximum prize limits set forth in Part IV Section C of these Official Game Rules, multiplies the prize by the value of the Bonus Multiplier number selected for that Drawing. The Bonus Multiplier feature is described more fully in Part III Section C and Part IV Section D of these Official Game Rules.
- B. "Claimant" or "Winner" shall mean any natural person or legal entity submitting a winning Ticket within the prize claim period.
- C. "Drawing" shall mean the formal process of selecting the Bonus Multiplier number and Winning Numbers that conclusively determine the number of winning Tickets for each Spot Category and prize level of the Game.
- D. "Game Play" or "Play" shall mean that area of the Playslip that contains sets of numbered squares to be marked by the Player, as described more fully in Part III Section C of these Official Game Rules.
- E. "High-Tier Claim Center" shall mean a Retailer where CLC prizes of up to five thousand dollars (\$5,000) can be paid.
- F. "Liability Limit" shall refer to the CLC's limit for paying claims, as described more fully in Part IV Section E of these Official Game Rules.
- G. "Playslip" shall mean a card used for selecting a wager and Game Play for the Game.
- H. "President" shall mean the President of the CLC.
- I. "Promotions" shall mean the CLC's marketing or advertising intended to increase sales of the Game through a discount, rebate, increased prize amounts, or such other means determined by the CLC.
- J. "Purchaser" or "Player" shall mean a natural person or legal entity buying a Ticket in accordance with

these Official Game Rules.

- K. "Quick Pick" shall mean the random selection of numbers resulting in a wager accepted by the Terminal Gaming System.
- L. "Retailer" shall mean a natural person or legal entity licensed by the State of Connecticut Department of Consumer Protection and authorized by the CLC to sell Tickets and pay winning Tickets.
- M. "Spot Category" shall mean the quantity of numbers (one [1] through ten [10], inclusive) a Player selects for a particular Drawing, which is the quantity of numbers the Player tries to match to the Winning Numbers.
- N. "Terminal" shall mean a device for selling CLC tickets, including, but not limited to, Retailer Terminals and Self-Service Terminals (SSTs) that operate in conjunction with the Terminal Gaming System to issue and/or pay CLC tickets. SSTs may include, but shall not be limited to, Player Activated Terminals (PATs) and Ticket Vending Machines (TVMs).
- O. "Terminal Gaming System" shall mean the computer wagering system used by the CLC for the purpose of issuing and paying tickets in a Terminal Lottery Game, including the Game.
- P. "Terminal Lottery Game" shall mean a CLC game for which wagers are accepted by the Terminal Gaming System.
- Q. "Ticket" shall mean a Terminal-generated wager accepted by the Terminal Gaming System and meeting the specifications described in these Official Game Rules.
- R. "Winning Numbers" shall mean the twenty (20) numbers that are randomly selected in each Drawing and used to determine the winning Play contained on a Ticket.

PART III GAME DESCRIPTION, CHARACTERISTICS AND DRAWING INFORMATION.

- A. Game Designation. For purposes of identification, the Game shall have a designated game number in the Terminal Gaming System.
- B. Game Design. The Game is a ten-twenty-eighty (10-20-80) game. For each Drawing, a Player may choose to play a Spot Category between one (1) and ten (10), inclusive, and make a corresponding selection of number choices. The Terminal Gaming System selects twenty (20) Winning Numbers from a pool of one (1) to eighty (80), inclusive, as well as a Bonus Multiplier number, for each Drawing. The CLC awards prizes as set forth in Part IV of these Official Game Rules.
- C. Game Play. There are four (4) areas on a Playslip that a Player is required to mark, and a fifth selection that is optional:
 - 1. Spot Category: This area of the Playslip contains ten (10) squares, numbered one (1) through ten (10), inclusive. The Spot Category a Player selects is the quantity of numbers the Player tries to match with the Winning Numbers.
 - 2. Cost Per Game: This area of the Playslip contains seven (7) squares, numbered one dollar (\$1), two dollars (\$2), three dollars (\$3), four dollars (\$4), five dollars (\$5), ten dollars (\$10), and twenty dollars (\$20), which represent the amount of money a Player may wager per Drawing.
 - 3. Consecutive Games: This area of the Playslip contains seven (7) squares, numbered one (1), two (2), three (3), four (4), five (5), ten (10), and twenty (20), which represent the number of consecutive Drawings a Player may purchase.
 - 4. Number Selections: This area of the Playslip contains eighty (80) squares, numbered one (1) through eighty (80), inclusive. The quantity of numbers a Player chooses is equal to that Player's Spot Category selection. Alternatively, a Player may choose the Quick Pick option, as described in Section H.6 of this Part III.
 - 5. Bonus Multiplier: This is an optional add-on. This area of the Playslip contains one (1) square which, when marked, indicates that the Player wishes to purchase the Bonus Multiplier feature. The Purchaser must mark and purchase the Bonus Multiplier feature to be paid a prize based on that feature. A Bonus Multiplier number is randomly selected prior to each Drawing. The Bonus

Multiplier numbers available for selection are one (1), two (2), three (3), four (4), five (5), and ten (10). The number one (1), if selected, is displayed on the monitor as "No Bonus" and results in no change to winnings paid for that corresponding Drawing. Failure to display the Bonus Multiplier number prior to a Drawing shall <u>not</u> invalidate the Bonus Multiplier number selected for that Drawing, and shall <u>not</u> affect a Ticket bearer's ability to receive a prize based on the Bonus Multiplier number for that Drawing.

- D. Game Purchases. Tickets must be purchased from a Terminal operated by a Retailer, an SST, or by such other means as the CLC may approve. Subscription sales are not available for the Game.
- E. Ticket Format. Tickets must include at least the following information: the Game logo; the Player's Spot Category and number selections; Ticket cost, Terminal number; barcode; serial number; selling date; time stamp; Drawing date(s); game number(s), including the beginning and ending game numbers for Tickets purchased for multiple, consecutive Drawings; whether the Ticket is a Quick Pick; and whether the Player purchased the Bonus Multiplier.
- F. Ticket Stock. Tickets will be sold through the Terminal Gaming System and shall be printed on CLCapproved ticket stock.
- G. Ticket Price.
 - 1. Price. A basic Ticket costs one dollar (\$1.00) per Drawing. The price of a Ticket will vary depending upon the options a Purchaser selects.
 - 2. Cost for Consecutive Drawings. The price of a Ticket for play in consecutive Drawings is the price of a Ticket for a single Drawing multiplied by the number of consecutive Drawings purchased.
 - 3. Bonus Multiplier. If the Bonus Multiplier feature is purchased, the total Ticket price (the price of a Ticket for a single Drawing multiplied by the number of consecutive Drawings purchased) is doubled.
- H. Play Restrictions and Play Styles.
 - Play Restriction. Tickets shall not be sold to or purchased by anyone under the age of eighteen (18). No one under the age of eighteen (18) may cash Tickets.
 - 2. Ineligible Players. Tickets shall not be purchased by, and a prize won by any such Ticket or share, either in whole or in part, shall not be paid to:
 - a. A current CLC employee or a current CLC Board Member.
 - b. Natural persons and legal entities issued a vendor or affiliate license by the State of Connecticut Department of Consumer Protection in connection with the CLC's operations, as authorized under Conn. Gen. Stat. § 12-815a, and anyone otherwise prohibited from playing CLC games by reason of any contract or agreement with the CLC.
 - c. An immediate family party (related by blood, adoption, marriage, domestic partnership or civil union) of an individual described in sections a and b of this Section H.2 residing as a member of such individual's household.
 - 3. Ticket Cancellations Prohibited. Ticket bearers cannot cancel or void a Ticket by returning the Ticket to a Retailer or to the CLC. A Ticket that is accepted by the Retailer as a returned Ticket shall be owned by the bearer thereof. These prohibitions also apply to a Ticket that may be printed in error by the Retailer. No Ticket, or physical portion thereof, that may be used to claim a prize shall be returned to the CLC for credit.
 - 4. Claims. A Ticket, subject to the CLC's validation requirements as detailed in Part IV Section G of these Official Game Rules, shall be the only proof of a Terminal-generated wager, and the submission of a winning Ticket to the CLC or its Retailer shall be the sole method of claiming a prize or prizes. A Playslip has no pecuniary or prize value and shall not constitute evidence of

Ticket purchase or numbers/options selected.

- 5. Use of Playslips. Purchasers may be required to submit a completed Playslip to purchase a Ticket.
- 6. Quick Pick. Players may either request a Quick Pick Ticket from a Retailer, or may select the Quick Pick option on the Playslip and submit the completed Playslip to any Retailer.
- 7. Manual Select. Players may select their own numbers by completing a Playslip.
- 8. Replay Feature. At the President's discretion, the barcodes of already-purchased Tickets may be used to duplicate another Ticket of the same price, for the same number of Drawings, and with the same number selections and options, including whether the Bonus Multiplier was purchased.
- 9. Prize Claim Period. The prize claim period shall be one hundred eighty (180) calendar days from the date of the Drawing.
- 10. Player Responsibility. It shall be solely the Player's responsibility to verify the accuracy of the Playslip and the data printed on the Ticket. The placing of an accurate wager is the Player's responsibility, and the use of a Playslip is encouraged.
- 11. Prize Payments. The CLC will not pay prizes that are less than or more than the prize amounts established in these Official Game Rules and any applicable Promotion. Retailers shall only pay the prize amounts the CLC establishes. All Game prizes will be paid in a lump sum upon completion of validation requirements.
- 12. Drawings. Drawings shall take place at such times and upon such intervals as the President determines.

PART IV PRIZES, LIABILITY LIMITS, TICKET VALIDATION REQUIREMENTS AND PRIZE CLAIM INFORMATION.

- A. Prizes. Prizes are determined separately for each Spot Category. The bearer of a winning Ticket shall be entitled to only one (1) prize per Drawing, specifically, the prize in the Player's Spot Category for matching the highest number of the Player's numbers to the Winning Numbers. Prize amounts are subject to all applicable provisions of these Official Game Rules.
- B. Wagers Greater than One Dollar (\$1.00). If a Ticket shows a wager greater than one dollar (\$1.00) per Drawing, the prize shown for a one dollar (\$1.00) wager shall multiply according to the wager amount shown on the winning Ticket, subject to the maximum prize limitations set forth in Section C of this Part IV and the prize Liability Limits set forth in Section E of this Part IV. For example, if a Ticket shows a five dollar (\$5.00) wager in the eight (8) Spot Category, and the Play on the Ticket matches eight (8) out of eight (8) of the Winning Numbers, the prize won is fifty thousand dollars (\$50,000), calculated by multiplying the prize of ten thousand dollars (\$10,000) (representing the applicable prize at the one dollar [\$1.00] wager level) by the five dollar (\$5.00) wager.

Additional Wager & Prize Examples:

- \$2 wager; 8 Spot Category; 6 numbers matched = \$150 prize.
- \$5 wager; 5 Spot Category; 3 numbers matched = \$10 prize.
- \$10 wager; 4 Spot Category; 4 numbers matched = \$1,000 prize.
- \$20 wager; 10 Spot Category; 10 numbers matched = \$100,000 prize.
- C. Maximum Prizes.
 - Maximum Prize <u>Without</u> the Bonus Multiplier: One hundred thousand dollars (\$100,000) is the maximum prize per Drawing on any one (1) Ticket without the Bonus Multiplier purchased, regardless of the amount wagered for that Drawing, the Spot Category selected, or the number of Winning Numbers matched.

- 2. Maximum Prize <u>With</u> the Bonus Multiplier: One million dollars (\$1,000,000) is the maximum prize per Drawing on any one (1) Ticket with the Bonus Multiplier purchased, regardless of the amount wagered for that Drawing, the Spot Category Selected, the Bonus Multiplier number selected, or the number of Winning Numbers matched. Any Ticket winning one million dollars (\$1,000,000) is subject to split prize liability, as set forth more fully in Section E of this Part IV.
- D. Statistical Information. The following tables and information describe how to win, Game prizes, odds of winning, and prize payout.

Overall prize payout is approximately 65.21% and may vary by Drawing.

The following tables are based on a one dollar (\$1.00) wager, without the Bonus Multiplier purchased.

10 Spot Game				
Number Matches	Prize	Odds of Winning: 1/		
10	\$100,000*	8,911,711.18		
9	\$5,000*	163,381.37		
8	\$500	7,384.47		
7	\$50	620.68		
6	\$15	87.11		
5	\$2	19.44		
0	\$4	21.84		
Overall Odds	5 1 in	9.05		

9 Spot Game			
Number Matches	Prize	Odds of Winning: 1/	
9	\$30,000*	1,380,687.65	
8	\$3,000	30,681.95	
7	\$130	1,690.11	
6	\$25	174.84	
5	\$5	30.67	
0	\$2	15.69	
Overall Odds	s 1 in	9.74	

8 Spot Game			
Number Matches	Prize	Odds of Winning: 1/	
8	\$10,000*	230,114.61	
7	\$500	6,232.27	
6	\$75	422.53	
5	\$10	54.64	

4	\$2	12.27
Overall Odds 1 in		9.77

7 Spot Game			
Number Matches	Prize	Odds of Winning: 1/	
7	\$5,000*	40,979.31	
6	\$100	1,365.98	
5	\$20	115.76	
4	\$2	19.16	
3	\$1	5.71	
Overall Odds	s 1 in	4.23	

6 Spot Game			
Number Matches	Prize	Odds of Winning: 1/	
6	\$1,300	7,752.84	
5	\$50	323.04	
4	\$7	35.04	
3	\$1	7.70	
Overall Odds	s 1 in	6.19	

5 Spot Game			
Number Matches	Prize	Odds of Winning: 1/	
5	\$450	1,550.57	
4	\$16	82.70	
3	\$2	11.91	
Overall Odds	s 1 in	10.34	

4 Spot Game			
Number Matches	Prize	Odds of Winning: 1/	
4	\$100	326.44	
3	\$3	23.12	
2	\$1	4.70	
Overall Odds	s 1 in	3.86	

3 Spot Game			
Number Matches	Prize	Odds of Winning: 1/	
3	\$27	72.07	
2	\$2	7.21	
Overall Odds	s 1 in	6.55	

2 Spot Game			
Number Matches	Prize	Odds of Winning: 1/	
2	\$11	16.63	
Overall Odds	s 1 in	16.63	

1 Spot Game			
Number Matches	Prize	Odds of Winning: 1/	
1	\$2.50	4.00	
Overall Odds	s 1 in	4.00	

*Split prize liability only applies to Tickets winning one million dollars (\$1,000,000), and prize amounts for such Tickets may be split if there are multiple winners, in accordance with the provisions set forth in Part IV Section E of these Official Game Rules. Split prizes may be lower than the published prize amounts.

Base Game with the Bonus Multiplier. When the Bonus Multiplier option is purchased, the prize amount won for a Drawing is multiplied by the value of the Bonus Multiplier number the Terminal Gaming System selects for that particular Drawing. A prize increased by the Bonus Multiplier number is subject to maximum prize limits and split prize liability, as set forth more fully in Part IV, Sections C and E, of these Official Game Rules. Without in any way impairing a Player's right to a prize based on the Bonus Multiplier, the President, at his/her sole discretion, is authorized to initiate and terminate the Bonus Multiplier option.

Bonus Multiplier Odds Per Drawing		
Bonus Multiplier Number	Percent Drawn	Odds 1 in:
1 ("No Bonus"		
displayed)	41.20%	2.43
2	40.00%	2.50
3	7.50%	13.33
4	6.30%	15.87
5	3.80%	26.32
10	1.20%	83.33
Total	100%	

- E. Prize Liability Limits.
 - 1. Tickets Without the Bonus Multiplier: There is no prize Liability Limit for Tickets without the Bonus Multiplier purchased.
 - 2. Tickets With the Bonus Multiplier: Prizes for Tickets with the Bonus Multiplier purchased that win one million dollars (\$1,000,000) are based on a liability that will be split equally among the number of one million dollar (\$1,000,000) winning Tickets. The CLC's Liability Limit for such winning Tickets is two million dollars (\$2,000,000) per Drawing.
 - a. One (1) to Two (2) One Million Dollar (\$1,000,000) Winning Tickets. If there are one (1) or two (2) one million dollar (\$1,000,000) winning Tickets in a particular Drawing, the prize awarded for each such Ticket shall be one million dollars (\$1,000,000).
 - b. Three (3) or More One Million Dollar (\$1,000,000) Winning Tickets. If there are three (3) or more one million dollar (\$1,000,000) winning Tickets in a particular Drawing, the CLC's liability for those Tickets shall be capped at two million dollars (\$2,000,000) and shall be split equally among all one million dollar (\$1,000,000) winning Tickets.
 - 3. There shall be no pool rollovers and no prize carry-overs for any prize level in any Drawing.
- F. Exchange Ticket. A winning Ticket that had been purchased for play in multiple, consecutive Drawings may be paid before the last game number appearing on the Ticket. The Terminal Gaming System will generate an exchange Ticket to replace a Ticket that was paid before the last game number appearing on the Ticket. An exchange Ticket shall reflect the remaining cost and remaining number of Drawings, but shall otherwise have the same Game Play as the Ticket it is replacing, and shall have all other characteristics of a Ticket. Such replayed exchange Ticket will reflect the remaining cost and number of Drawings at the time the Ticket. Such replayed exchange Ticket will reflect the remaining cost and number of Drawings at the time of original Ticket purchase. An exchange Ticket must satisfy all the requirements established by the CLC for claiming winning Tickets sold through the Terminal Gaming System, including, but not only, the requirements set forth in Part IV Section G of these Official Game Rules, below.
- G. Ticket Validation Requirements.
 - 1. The CLC will not pay a prize unless the Ticket meets and passes all validation criteria. Such Ticket shall be the only valid proof of the wager placed and must be presented to claim or redeem a prize. It shall be solely the bearer's responsibility to present a Ticket that can be validated in accordance with the validation criteria, as established in the CLC's sole discretion.
 - 2. In addition, all of the following conditions must be met:
 - a. The validation data on the Ticket must be present in its entirety and must correspond, using the Terminal Gaming System's validation files, to the information printed on the Ticket for the Drawing date and game number printed on the Ticket.
 - b. The Ticket must not be stolen, counterfeit, altered, fraudulent, unissued, issued in error, unreadable, not received, unclaimed, not recorded by the CLC within applicable deadlines, lacking in captions that conform and agree with the play symbols appropriate to the Game, or not in compliance with specific rules and with confidential validation and security tests. The CLC shall not be responsible for paying any prize in connection with such a Ticket.
 - c. The Ticket must have been issued by a Terminal on approved ticket stock.
 - d. The Ticket must not have been stolen, to the knowledge of the CLC at the time of presentation.
 - e. The Ticket must be submitted for payment in accordance with the CLC's authorized claim procedures.
 - f. The Ticket data must have been recorded in the Terminal Gaming System prior to the Drawing, and the Ticket data must match this computer record in every respect. In the event

of a contradiction between information as printed on the Ticket and as accepted by the Terminal Gaming System, the wager accepted by the Terminal Gaming System shall be the valid wager.

- g. The number selections, Ticket serial number, validation data and the Drawing date and number of an apparent winning Ticket must appear in the Terminal Gaming System's official files of winning Tickets, and a Ticket with that exact data must not have been previously paid.
- h. The Ticket must not be unregistered, defectively printed or printed/produced in error to the extent that the CLC cannot process and/or validate it.
- i. There must not be any other violation of these Official Game Rules in relation to the Ticket that, in the opinion of the CLC President, justifies invalidation.
- j. A Ticket shall satisfy all the requirements established by the CLC for validation of winning Tickets sold through the Terminal Gaming System.
- 3. A Ticket submitted for validation that fails any of the preceding requirements is not a winning <u>Ticket and shall not be entitled to or paid any prize money</u>.
- H. Procedures for Claiming and Paying Prizes.
 - Game prizes may be redeemed or claimed at CLC Headquarters, Retailers or High-Tier Claim Centers. Retailers may cash single winning Tickets up to and including five hundred ninety-nine dollars (\$599); High-Tier Claim Centers may cash single winning Tickets up to and including five thousand dollars (\$5,000); single winning Tickets over five thousand dollars (\$5,000) must be cashed at CLC Headquarters. Prizes of fifty thousand dollars (\$50,000) or more must be claimed in person at CLC Headquarters.
 - 2. Winning Tickets shall be processed in accordance with the CLC's authorized cashing and claiming policies and procedures.
 - 3. Payments may be rounded to the nearest whole dollar.
 - 4. State and federal withholding taxes, and any other required deductions, where applicable, shall be withheld from prizes in such amounts as are required by law.
 - 5. Game prizes shall not be paid to any person(s) explicitly prohibited from playing the Game, as described more fully in Part III Section H.2 of these Official Game Rules, or other applicable law.
 - 6. Lost or stolen Tickets shall not be honored or processed for payment or replacement. The CLC shall not be responsible for lost or stolen Tickets.
 - 7. Where multiple Claimants are entitled to a prize, the name of all Claimants should appear on the back of the winning Ticket. If that is not possible, the name of at least one (1) Claimant must appear on the back of the Ticket, and the existence of other Claimants must be indicated (for example, by using words to the effect of "etc." or "et al."). In such a situation, a list of all Claimants must be submitted, and all CLC cashing and claiming procedures must be followed. The CLC shall be discharged of all liability upon payment to those Claimants indicated on the back of the Ticket or on such list. If a Ticket is owned in unequal shares, the CLC may pay any prize attributable to that Ticket in such unequal proportion, unless doing so would constitute an unreasonable burden upon the CLC, in which case the CLC reserves the right to make payment to one (1) Claimant designated by all the other Claimants. Payment to such designated Claimant shall discharge the CLC from all liability for the payment of that prize to all the other Claimants.
 - 8. Consistent with Connecticut law, the winner's name and city/town, the date/amount of win, and the name/location of the Retailer that sold the winning Ticket are public information, and as such, may be disclosed in a press release or press conference. Winning is a newsworthy event. Therefore, winners may be requested to participate in events such as an interview or press conference.

PART V DISPUTES. If a defective Ticket is purchased, if the CLC determines to adjust an error, or if there is a dispute between the CLC and a Ticket bearer as to whether the Ticket is a winning Ticket, and if the

Ticket prize is not paid, the President may, in his/her sole discretion, reimburse the Ticket bearer the purchase price of the Ticket, supply a coupon/voucher of equal sales value, or both. This shall be the Ticket bearer's sole and exclusive remedy.

PART VI APPLICABLE LAW.

- A. Purchasers and Claimants agree to comply with and be bound by all applicable Connecticut and federal laws, these Official Game Rules, and the CLC Rules of Operation. In the event of any inconsistency among these, the following order of precedence shall prevail in resolving such inconsistency: first, the applicable provisions of the Connecticut or federal law; second, these Official Game Rules; and, third, the CLC Rules of Operation.
- B. In the event of any occurrence not covered by these Official Game Rules, Purchasers and Claimants shall abide by the decisions of the CLC President, who shall make such decisions in the best interests of the CLC and the State of Connecticut. In all cases of doubt, the CLC President's sole and exclusive determination shall be final and binding.