



State Election Contract Terms and Conditions

Sample Question: Will [party/primary winner/candidate] win the [state/district] [race type] election for [office] in [year]?

Variables: [party/primary winner/candidate]: The political party, winner of a primary race, or specific individual whose victory is being evaluated in the election. [state/district]: The geographic jurisdiction in which the election is held. [race type]: The classification of the election contest (e.g., primary or general). [office]: The governmental position for which the election is conducted. [year]: The year in which the election is scheduled.

Product Code: [one character race type code (See Table 1)] [two digit district code("XX" if no district)] [two letter state code]

Instructions: This Contract resolves to "Yes" if the specified electoral outcome occurs for the specified office, race type, state (and jurisdiction if applicable), and year. Elections for federal and state offices are administered by the official state election authority, which may include the Secretary of State, State Board of Elections, or an equivalent entity. Election procedures, calendars, and certification timelines vary by state and by race type. Primary elections are conducted by political parties to determine their nominees for a subsequent general election, while general, special, or runoff elections determine the officeholder according to applicable law. For purposes of this Contract, an election shall be deemed to occur in the specified year if the election is scheduled for that year, even if the election date is postponed or rescheduled, provided the election is not legally reclassified into a different election cycle. If the referenced election is canceled, replaced by a different nomination or election process, or materially changed such that the outcome contemplated by the market can no longer be determined (including, without limitation, a partisan primary being replaced by a non-partisan primary), all Contracts in the affected market shall resolve to "No". The resolution of this Contract will be based on the certified election results published by the relevant [state] election authority or its official reporting arm, or, in the case of primary elections, by the state election authority or the relevant political party's officially designated reporting body, as reported in publicly accessible and verifiable election results. This Contract is subject to Early Resolution.

Primary Election Underlying: The underlying for this contract is the outcome of the specified election, as determined by the state's election authority, indicating whether the named candidate is officially declared the winner of the race. Official results may explicitly identify the winner or may list vote totals for all eligible candidates, in which case the candidate receiving the majority of the votes, or otherwise prevailing under applicable election law, will be deemed the winner. In jurisdictions that conduct non-partisan primaries in which two or more candidates advance to a subsequent general election, any candidate who officially advances from the primary to the general election shall resolve to "Yes". If an election proceeds to a runoff, only the party/candidate who wins the runoff resolves to "Yes", and parties/candidates who merely advance to the runoff and do not win resolve to "No". A list of each state's election authority and their websites can be found [here](#). Each state has distinct statutes and procedures governing when and how official election results are released and certified. Links are provided for informational purposes only and the source agency may decide to publish the data at a different location at any time.

This Contract may resolve prior to official certification if at least three of the following reputable news organizations — The Associated Press, The New York Times, NBC News, and CNN — have formally called the race for the same outcome, with no conflicting calls among them, provided that there is no ongoing or formally announced recount, legal challenge, or other official proceeding that could reasonably affect the outcome. This Contract may also resolve prior to official certification based on unofficial election results published by the relevant state election authority, but only if one hundred percent of votes have been reported, the reported margin falls outside any statutory recount threshold, and there is no ongoing or formally announced recount, legal challenge, or other official proceeding that could reasonably affect the outcome.

For purposes of this contract, the candidate or outcome determined to have prevailed in the election shall be considered the winner, regardless of whether the candidate ultimately takes office. In the event that a candidate or outcome specified in the contract becomes impossible due to a formal withdrawal, failure to file by the applicable deadline, disqualification, or public confirmation that the candidate is no longer seeking the office, the contract may be resolved to “No” at ForecastEx’s discretion. Early resolution under this provision may occur only if such confirmation occurs at least 14 days prior to the election. If the candidate later reenters the race or prevails in the election, the contract’s resolution will not change.

General Election Underlying: The underlying for this Contract is the outcome of the specified election, as determined by the state’s election authority, indicating whether the named candidate, “Primary Winner” (as defined below), or political party is officially declared the winner of the race.

Prior to the conclusion of the relevant primary election, references to a party shall refer to the political party as a whole. Upon conclusion of the primary, references to a party shall automatically refer to the officially nominated candidate representing that party in the general election. If the party’s nominee changes for any reason, including but not limited to withdrawal, replacement, or disqualification, such references shall automatically update to the new officially recognized nominee of that party. Independent and non-major party candidates shall at all times be represented as individual named candidates and shall not be subject to substitution unless explicitly provided for under applicable election law.

For contracts referencing an individual named candidate, the contract shall apply solely to that candidate and shall not update or transfer to any replacement candidate under any circumstance.

For contracts referencing a “Primary Winner” of a specified political party, the contract shall, upon conclusion of the primary, refer exclusively to the candidate officially declared the winner of that party’s primary election. Such contract shall not be updated to reflect any replacement nominee. If that candidate does not win the general election or becomes unable to continue (including but not limited to withdrawal, death, or disqualification), the contract shall resolve to “No”, regardless of whether another candidate representing that party ultimately wins the general election.

In jurisdictions that conduct non-partisan primaries in which two or more candidates advance to a subsequent general election, references to a party may continue to apply throughout the election cycle. Following the primary or qualifying election, individual candidates may be listed as separate outcomes. If a candidate affiliated with a political party prevails in the election, both the contract referencing that candidate and the contract referencing that candidate’s affiliated political party may resolve to ‘Yes’. Party affiliation for this purpose shall be determined based on the candidate’s publicly declared or ballot-designated affiliation as recognized by the relevant state election authority. If multiple candidates affiliated with the same political

party advance beyond the primary, each candidate shall be treated as a distinct outcome, and the party contract shall resolve to ‘Yes’ if any such candidate prevails in the election.

Official results may explicitly identify the winner or may list vote totals for all eligible parties/candidates, in which case the applicable candidate, “Primary Winner,” or political party receiving the majority of votes, or otherwise prevailing under applicable election law, will be deemed the winner. If an election proceeds to a runoff, only the applicable candidate, “Primary Winner,” or political party who wins the runoff resolves to “Yes”, and all other parties/candidates who merely advance to the runoff and do not win resolve to “No”. A list of each state’s election authority and their websites can be found [here](#). Each state has distinct statutes and procedures governing when and how official election results are released and certified. Links are provided for informational purposes only and the source agency may decide to publish the data at a different location at any time.

This Contract may resolve prior to official certification if at least three of the following reputable news organizations — The Associated Press, The New York Times, NBC News, and CNN — have formally called the race for the same outcome, with no conflicting calls among them, provided that there is no ongoing or formally announced recount, legal challenge, or other official proceeding that could reasonably affect the outcome. This Contract may also resolve prior to official certification based on unofficial election results published by the relevant state election authority, but only if one hundred percent of votes have been reported, the reported margin falls outside any statutory recount threshold, and there is no ongoing or formally announced recount, legal challenge, or other official proceeding that could reasonably affect the outcome.

For purposes of this Contract, the applicable candidate, “Primary Winner,” or political party determined to have prevailed in the election shall be considered the winner, regardless of whether the candidate ultimately takes office.

For contracts referencing a political party, if the party’s nominee (following the primary) becomes impossible due to a formal withdrawal, failure to file by the applicable deadline, disqualification, or public confirmation that the nominee is no longer seeking the office, the Contract shall not resolve to “No” solely on this basis and shall instead automatically update to reflect the replacement nominee of that party, if one is officially designated, and the original Contract shall remain in effect and be deemed to reference such replacement nominee. If a replacement nominee is designated and ultimately prevails in the election, the Contract referencing that political party shall resolve based on that replacement nominee.

For contracts referencing an individual named candidate or a “Primary Winner,” if such candidate withdraws, is disqualified, dies, or otherwise becomes ineligible, the Contract shall resolve to “No” and shall not update to reflect any replacement candidate, regardless of whether another candidate associated with the same political party ultimately prevails in the election. If such candidate later re-enters the race after resolution, the Contract’s resolution will not change.

Early resolution under this provision may occur only if such confirmation occurs at least 14 days prior to the election.

Source Agency: The election authority of [state].

Minimum Tick: The Minimum Tick size for the referred Contract shall be \$0.01.

Listing Cycle: ForecastEx will list Contract expirations at its discretion.

Thresholds: For each Contract expiration, thresholds will be listed at ForecastEx's discretion.

Position Accountability: The position accountability level is 250,000 Contracts in any one Forecast Market.

Last Trading Time: Same as Resolution Time.

Payout Criteria: The Settlement Value of each Contract is \$1.00 or \$0.00 depending on the Outcome of the Contract. If the Outcome of the Contract is “Yes”, then holders of the “Yes” Position will be entitled to receive the Settlement Value of \$1.00 per contract and holders of the “No” Position will receive \$0.00. If the Outcome of the Contract is “No”, then holders of the “No” Position will be entitled to receive the Settlement Value of \$1.00 per contract and holders of the “Yes” Position will receive \$0.00.

Resolution Time: The time at which the relevant election authority releases its official election results.

Changes in Resolution Time: The Resolution Time of a Forecast Contract is dependent on the time that the Source Agency releases the Underlying data. There are circumstances in which ForecastEx will change the Resolution Time of a Contract as described below:

1. **Delay by Source Agency:** If the Source Agency delays the release of the underlying data required for Resolution, ForecastEx will delay the Resolution Time of the Contract until such data is released. In these circumstances, ForecastEx will release a public notice to its website informing Market Participants that the Resolution of the Contract has been delayed and release a second notice to its website informing Market Participants when the Contract is resolved.
2. **Change in Release Schedule:** ForecastEx sets the Resolution Time of each Contract based on either the published or anticipated release schedule of the Source Agency for the underlying data. If the Source Agency amends its release schedule or announces that it will publish the underlying data at a different time than anticipated, ForecastEx may, at its sole discretion, amend the Resolution Time of the Contract to match the updated release schedule when doing so is necessary to ensure the accurate and fair resolution of the contract. In these circumstances, ForecastEx will publish a public notice to its website informing Market Participants of the revised Resolution Time.
3. **Event Review Process:** In accordance with ForecastEx Rule 415, ForecastEx may, at its sole discretion, initiate the event review process prior to Settlement which may delay the Resolution of a Contract. In these cases, ForecastEx will publish a public notice to its website informing Market Participants that the Contract’s Outcome is under review.
4. **Early Resolution:** If a Forecast Contract Resolves based on whether a specific event occurs before a defined point in time, it will be subject to early resolution. For these Contracts, if the Outcome of the contract becomes determinable prior to the scheduled Resolution Time – either because the event has occurred (resolving “Yes”) or because it can no longer occur (resolving “No”) – ForecastEx may, at its sole discretion, accelerate the Resolution Time of the Contract in accordance with ForecastEx Rule 413. Whether or not this Contract is subject to early resolution is specified in the Instructions section.

Expiration Time: Same as Resolution time.

Settlement Date: Unless the Outcome of the Contract is under review in accordance with ForecastEx Rule 415, Settlement of the Contract will occur no later than the day following Expiration Time.

Trading Restrictions: In accordance with ForecastEx Rule 509(h), persons are prohibited from participating in State Election Forecast Contracts if they: possess any material non-public information regarding the Contract, are employees of the Source agency, or are decisionmakers, who directly or indirectly have any influence on the Outcome of the Contract.

- Non-US Residents
- Candidates for any elected federal or statewide public office in any state.
- Existing members of Congress including Congress members not running for re-election and any of their paid staff.
- Any sitting statewide officeholder in any state, including officeholders not running for re-election and any of their paid staff.
- The sitting President of the United States, including a President not running for re-election, and paid White House staff.
- Election officials or poll workers in the relevant state.
- Paid employees of national political party organizations, including but not limited to the Republican National Committee, Democratic National Committee, National Republican Congressional Committee, and Democratic Congressional Campaign Committee.
- Paid employees of Political Action Committees (“PACs”) and Super PACs.
- Paid employees of major polling organizations. This prohibition does not apply to all employees of an organization that maintains a polling division, provided the employee is not involved in polling, data analysis, or election forecasting activities.
- Immediate family members, parents, and other household members of any individual described above.
- Any of the above listed institutions or organizations themselves.
- Any other person or entity prohibited from trading election-related Forecast Contracts under ForecastEx Rule 509(h), whether or not specifically enumerated above.

Table 1: Race Type Combination Codes

Office	Race Type	Race Code
Senate	General	A
Senate	Democratic Primary	B
Senate	Republican Primary	C
Senate	Non-Partisan Primary	D
Senate	Special	E
Senate	Runoff	F
House	General	G
House	Democratic Primary	H
House	Republican Primary	I
House	Non-Partisan Primary	J
House	Special	K
House	Runoff	L
Governor	General	M
Governor	Democratic Primary	N
Governor	Republican Primary	O
Governor	Non-Partisan Primary	P

Governor	Special	Q
Governor	Runoff	R