

MEGA DRAW LOTTO: TERMS AND CONDITIONS

1. SUMMARY OF GAME RULES

This section is intended as a 'Quick Guide' to the Games made available on this Lotto Terminal but please refer to remainder of these Terms and Conditions to understand the rules in more detail.

1.1 Mega Draw Jackpot:

- *Insert cash and select four numbers from 1 to 31 for any Draw, or select the 'Lucky Dip' options and 4 numbers will be selected for you at random. £1 per Line.*
- *Each Draw will consist of three numbers which will be selected via a random number generator.*
- *If your Line has three matching numbers to the Drawn Numbers, then you will win the Prize or share it equally if there are multiple winners.*
- *If there is no Winning Line, then the Prize Fund will be rolled over to the corresponding Mega Draw Jackpot for the following week (and any subsequent weeks) until there is a Winning Line.*
- *Maximum Prize: £10,000 for the first Draw or £25,000 for any Rollover Draws. Any proceeds in excess of the maximum prize will be retained by the Club for its own use.*
- *All printed Tickets dispensed by this Lotto Terminal must be retained and unspoiled to claim a prize.*
- *18+ only.*

1.2 Golden Ticket Draws:

- *Every Line in a Mega Draw Jackpot (other than the Winning Line(s)) will automatically be entered into the corresponding Golden Ticket Draw.*
- *One Ticket Number will be randomly drawn to select the winner of the relevant Golden Ticket Draw.*
- *Maximum Prize: £4,000. Any proceeds in excess of the maximum prize will be retained by the Club for its own use.*
- *All printed Tickets dispensed by this Lotto Terminal must be retained and unspoiled to claim a prize.*
- *18+ only.*

1.3 Special Event Draws:

- *Insert cash and select four numbers from 1 to 31 for any Draw or select the 'Lucky Dip' options and 4 numbers will be selected for you at random. £1 per Line.*
- *Each Draw will consist of three numbers which will be selected via a random number generator.*
- *If your Line has three matching numbers to the Drawn Numbers, then you will win the Prize or share it equally if there are multiple winners.*
- *If there is no Winning Line, then further Draws will be made until a Winning Line is drawn.*
- *Maximum Prize: £14,000. Any proceeds in excess of the maximum prize will be retained by the Club for its own use.*
- *All printed Tickets dispensed by this Lotto Terminal must be retained and unspoiled to claim a prize.*
- *18+ only.*

2. KEY TERMS

- 2.1 YOU MUST BE 18 YEARS OR OLDER TO BUY A TICKET, REGARDLESS OF WHETHER YOU ARE BUYING THE TICKET FOR YOURSELF OR ON BEHALF OF SOMEONE ELSE. BY PURCHASING A TICKET, YOU WARRANT THAT YOU ARE 18 OR OLDER AND THAT YOU FULLY UNDERSTAND THAT ANYONE UNDER THE AGE OF 18 IS INELIGIBLE TO WIN A PRIZE.**
- 2.2 IT IS YOUR RESPONSIBILITY TO KEEP YOUR TICKET SAFE. THE CLUB CANNOT ISSUE DUPLICATE TICKETS OR PAY ANY PRIZE MONEY TO ANYONE WHO DOES NOT RETAIN THEIR ACTUAL TICKET.**
- 2.3 ALL PRIZES MUST BE CLAIMED WITHIN 90 DAYS OF THE OCCURANCE OF THE RELEVANT DRAW TO WHICH THE WINNING TICKET RELATES.**
- 2.4 SECTION 12 SETS OUT THE LIMITATIONS ON THE CLUB'S LIABILITY TO YOU IN CONNECTION WITH YOUR USE OF THE LOTTO TERMINAL.**

3. INTRODUCTION

- 3.1** These Terms and Conditions set out the rules governing your use of this Lotto Terminal and the Games offered on it. There are three types of Games available on this Lotto Terminal as follows:
- (a) Mega Draw Jackpot;
 - (b) Golden Ticket Draws; and
 - (c) Special Event Draws.
- 3.2** The Lotto Terminal is operated by the Club and these Terms and Conditions are between you and the Club. Your use of the Lotto Terminal will constitute your acceptance of these Terms and Conditions.

- 3.3 The Games offered on this Lotto Terminal are classified as an exempt small society lottery draw which means that the proceeds for each Prize Fund will be distributed as follows:
- (a) fifty per cent (50%) of proceeds for each Prize Fund per Mega Draw Jackpot (up to a maximum of £10,000 for a single Mega Draw Jackpot or £25,000 for any Rollover Draws) or seventy per cent (70%) for each Prize Fund per Special Event Draw (up to a maximum of £14,000);
 - (b) twenty per cent (20%) of proceeds from each Mega Draw Jackpot shall be applied to the Golden Ticket Draw applicable to that Mega Draw Jackpot;
 - (c) at least twenty per cent (20%) of proceeds for each Prize Fund will be applied to a purpose for which the Society is conducted; and
 - (d) ten per cent (10%) of proceeds for each Prize Fund are payable to third parties for licensing fees.
- 3.4 In the event that the Prize Fund for any Game comprises of a Seed Contribution, then the Prize Fund shall not increase until the contributory proceeds of the sale of Lines for that Game exceeds the Seed Contribution.
- 3.5 Please read through these Terms and Conditions carefully to ensure that you fully understand the rules for each Game and your use of the Lotto Terminal.
- 3.6 Any terms that are capitalised are defined in section 19 of these Terms and Conditions.
- 3.7 If you have any questions as to how any of the Games work, please contact a member of staff at the Club who will answer your questions.

4. MEGA DRAW JACKPOT

- 4.1 Each Line costs £1.
- 4.2 You are allowed to select up to a maximum of ten (10) Lines during each visit to the Lotto Terminal. This maximum allowance shall apply to either a single Mega Draw Jackpot or for a series of separate Mega Draw Jackpots.
- 4.3 The Lotto Terminal will display the Mega Draw Jackpots that are active in the Club at the time of your use.
- 4.4 The duration of each Mega Draw Jackpot is seven days. During a Blackout Period, you will not be able to purchase any further Lines for the Mega Draw Jackpot to which the Blackout Period relates.
- 4.5 The time and date of the Draw (and the current Prize Fund) for each Mega Draw Jackpot will be displayed on the home screen and the page for each Mega Draw Jackpot. Before you purchase a Ticket, it is your responsibility to ensure that the date of the relevant Mega Draw Jackpot and the numbers that you selected are correct.
- 4.6 When you have deposited your cash into the Lotto Terminal, you will be asked to select four (4) separate numbers from 1 to 31 (inclusive). Alternatively, you can select the 'Lucky Dip' option and the Lotto Terminal will randomly select four numbers for you.

- 4.7 When you have selected four numbers, you will be able to click “ADD SELECTED NUMBERS” to choose the active Mega Draw Jackpot that you wish to enter. If you want to choose different numbers, you can de-select the chosen numbers by clicking “CLEAR ALL” or “x” next to the selected Line. This will clear your selection for that Line.
- 4.8 Once you have selected a Line, you can either select further Lines by repeating the process or click “NEXT” to move to the next page. If there are multiple active Games, then you will be asked to select the active Game that you want to enter your chosen numbers for. If there are no other active Games, selecting “NEXT” will take you to the screen to review and confirm your selection.
- 4.9 If you’re happy with your selection, press “BUY TICKETS” to confirm and debit your funds. At this stage, your purchase is complete and cannot be reversed or changed under any circumstances.
- 4.10 The Lotto Terminal will dispense the Ticket setting out your numbers and the Mega Draw Jackpot(s) that you have entered.
- 4.11 A Draw for a Mega Draw Jackpot will take place at the end of the Blackout Period. The Drawn Numbers will be displayed on the Lotto Terminal. The Club may also choose to announce and/or publish the Drawn Numbers as it sees fit.
- 4.12 Each Draw will consist of three numbers which will be selected via a random number generator operated electronically by or on behalf of the Club.
- 4.13 The Prize will be awarded to any participants for the relevant Mega Draw Jackpot whose Ticket consists of a Line with three numbers matching the Drawn Numbers.
- 4.14 In the event that there are multiple winners, the Prize will be shared equally amongst the winning participants.
- 4.15 If there is no Winning Line, then the Prize Fund will be rolled over to the corresponding Mega Draw Jackpot for the following week (and any subsequent weeks) until there is a Winning Line.
- 4.16 The maximum Prize Fund for any Mega Draw Jackpot (including Prize Funds rolled over from previous Mega Draw Jackpots) is £25,000. Once the Prize Fund exceeds £25,000, all additional proceeds from ticket sales for that Mega Draw Jackpot will be retained by the Club who shall be entitled to use such excess amounts for any purpose for which the Society is conducted.
- 4.17 The Winning Line for the Mega Draw Jackpot will be withdrawn from the Golden Ticket Draw so that the same Line cannot produce a winner for both the Mega Draw Jackpot and the corresponding Golden Ticket Draw.

5. GOLDEN TICKET DRAW

- 5.1 Each Line for the Mega Draw Jackpot (except for the Winning Line) shall be automatically entered into the Golden Ticket Draw at no additional cost.
- 5.2 The Golden Ticket Draw will consist of a single draw of a Ticket Number which will be selected via a random number generator operated electronically by or on behalf of the Club.

- 5.3 Each Golden Ticket Draw will determine one Winning Ticket, regardless of whether the corresponding Mega Draw Jackpot produces a Winning Line but provided always that there is more than one entry in the corresponding Mega Draw Jackpot.
- 5.4 In the event that there is only one Line in the Mega Draw Jackpot, then the Golden Ticket Draw shall not take place and the Club shall retain the Prize Fund for the Golden Ticket Draw to use for any purpose for which the Society is conducted.

6. SPECIAL EVENT DRAWS

- 6.1 From time to time, the Lotto Terminal may display a "Special Event" Draw.
- 6.2 Special Event Draws will operate in the same way as a Mega Draw Jackpot with the following differences:
- (a) The Prize Fund for the Special Event Draw will be seventy per cent (70%) of the proceeds of ticket sales for that Draw up to a maximum of fourteen thousand pounds (£14,000).
 - (b) There will be a guaranteed Winning Line for each Special Event Draw which will be awarded as follows:
 - (i) any Ticket with a Line matching the Drawn Numbers will be awarded the Prize. In the event of more than one Ticket matching the Drawn Numbers, the Prize will be shared equally to the holders of the Winning Lines.
 - (ii) If there are no Lines matching all of the Drawn Numbers, then further Draws will be made until a Winning Line is drawn.
 - (c) There will be no Golden Ticket Draw in conjunction with a Special Event Draw.

7. CLAIMING PRIZES

- 7.1 You can claim your Prize by contacting a member of staff at the Club who will require your Ticket to validate your claim and may require you to complete a Prize Claim Form. If you are unable to complete a Prize Claim Form due to legal, physical or other disability, your authorised representative can complete the Prize Claim Form and sign it on your behalf. The Club may require the authorised representative for evidence to prove they are allowed to claim on your behalf.
- 7.2 You are solely responsible for ensuring that your Ticket remains safe and in a good and legible condition. The Ticket is sole evidence of entry into a Draw and must be in your possession to enable you to claim a Prize. No other evidence (including but not limited to photographs) will be accepted by the Club.
- 7.3 No Prize will be paid on a Ticket that has been forged, altered, damaged or defaced in any way.
- 7.4 The Club accepts no responsibility for lost, stolen, damaged or defaced Tickets.
- 7.5 Before a Prize can be paid, it must be successfully validated in accordance with the Club's reasonable validation procedures adopted from time to time. The Club's decision will be final and binding.

- 7.6 You will be required to produce identification documentation (satisfactory to the Club) in order to claim your Prize.
- 7.7 You are responsible for checking your Ticket and claiming any Prizes. If you do not claim your Prize within ninety (90) days of the Draw to which the Winning Ticket relates, then your entitlement to the Prize will be lost and the Prize will not be paid. In such circumstances, the Club shall be entitled to retain the Prize Fund and use such proceeds for any purpose for which the Society is conducted.
- 7.8 If the Club has reasonable grounds to believe that you are not entitled to claim the Prize for any reason, then it may withhold your Prize. Reasons for withholding the Prize shall include but not be limited to the following:
- (a) the Ticket does not match the Drawn Numbers or Ticket Number;
 - (b) failure by you to meet the eligibility requirements of entry;
 - (c) failure by you to provide satisfactory identification documents;
 - (d) reasonable grounds to suspect that a Ticket is counterfeit or forged;
 - (e) failure to claim the Prize within ninety (90) days of the relevant Draw;
 - (f) non-compliance with any legal and/or regulatory requirements or these Terms and Conditions.
- 7.9 The Club will not be responsible or liable to any person claiming a Prize which has already been paid to a person who assumed the identity of the actual winner of the Prize.
- 7.10 A person can claim on behalf of a deceased person's estate if they can prove, to the Club's reasonable satisfaction, that they are entitled to make the claim (for example by providing a grant of probate to show their appointment as a personal representative of the deceased player's estate).
- 7.11 Once payment of the Prize has been made to the person holding the Winning Ticket, the Club and any person, firm or company authorised by the Club to pay Prizes will have no further liability for payment of that Prize.
- 7.12 The Club may at any time (in its sole discretion) require repayment of any Prize that it deems (in its sole discretion) has been invalidly claimed.
- 7.13 All validated claims will be settled by the Club within seven (7) days of the date on which you claim your Prize.

8. PIN NUMBERS

Every Ticket issued by the Lotto Terminal will have a printed PIN number generated by the Lotto Terminal. If you would like to re-use the numbers you selected for future draws, you may enter this PIN number and the Lotto Terminal will recall those numbers on the next occasion you use the Lotto Terminal. The Club accepts no liability if the Lotto Terminal does not recognise the PIN number inserted.

9. MODIFICATION POSTPONEMENT OR CANCELLATION OF A DRAW

- 9.1 If the Club considers it reasonable to do so, it may postpone a Draw for as long as it considers to be appropriate in the circumstances and shall be entitled to postpone, cancel or reschedule the Draw. In the case of postponement and rescheduling, the Draw will take place as soon as practicably possible.
- 9.2 If a Draw is interrupted because of equipment failure or for any other reason, the Draw will be restarted for that Game as soon as practicably possible.
- 9.3 If a Draw can't take place on the date or at the scheduled time for any reason, then it will take place as soon as practicably possible after that date.
- 9.4 If any Draw is declared invalid for any reason by the Club (or any third party responsible for the Draw), another Draw will take place to determine the Winning Ticket. The Club shall have no liability for the outcome of the Draw that was declared invalid.
- 9.5 The Club can announce the closing date for an individual Game at any time. No Tickets for that Game will be sold after the closing date.
- 9.6 The Club can (in its absolute discretion) suspend or withdraw any Game.
- 9.7 The Club reserves the right to (i) cancel, modify or postpone a Draw or (ii) change the value of the Prize, in either case where it is required to do so by law, regulation or the relevant Local Authority with which the small society lottery is registered.
- 9.8 If the Club cancels any Draw for any reason, then it will refund you the amount paid for your Ticket for the cancelled Draw on presentation of that Ticket. This right to obtain a refund does not apply to any Draw that is delayed or postponed.

10. SYNDICATES

- 10.1 You may purchase Tickets as part of a syndicate but the Club shall only be liable to pay a Prize to the person who presents the Winning Ticket to the Club. The Club shall have no responsibility to the other members of the syndicate regardless of the terms of any such syndication.

11. GENERAL RULES

- 11.1 The aggregate proceeds that the Club is legally able to receive from all lotteries in any calendar year is two hundred and fifty thousand pounds (£250,000) (the "Maximum Limit"). In the event that there are any active Mega Draw Jackpots at the point at which the Maximum Limit is reached, the Lotto Terminals cannot accept any further entries and a Draw will take place to establish the Winning Line for each of those active Mega Draw Jackpots (each, a "Forced Draw"). In the event that a Forced Draw does not result in a Winning Line, then there will be subsequent Forced Draws until such time as there is a Winning Line.
- 11.2 You will only be entered into a Draw if you have validly completed your purchase and have been issued with a Ticket by the Lotto Terminal.
- 11.3 Once you have completed your purchase, you cannot change the numbers you have selected or the Games you have entered. The Club is not able to correct any user errors – for example, if you incorrectly purchase a Line for a Game that you did not intend to enter or selected number you did not want.

- 11.4 All proceeds retained, withheld or recovered by the Club in accordance with these Terms and Conditions will become the property of the Club and the Club shall be entitled to apply such funds for any purpose for which the Society is conducted.
- 11.5 The Club may (in its sole discretion and without providing any reason) refuse to make the Lotto Terminal available to anyone and/or limit the number of Tickets you can buy.
- 11.6 The Club will not be required to make any payment if it incorrectly announces or publishes number(s) for a Draw.
- 11.7 The Club will only pay a Prize based on the official results of the relevant Draw and electronically recorded by the Lotto Terminal. The Club will not pay a Prize based on results recorded anywhere else.
- 11.8 By purchasing a Ticket, you agree and acknowledge that if you win a Prize, the Club may, if required by law, provide a third party with details of any Prize claimed by you or on your behalf, or paid to you.
- 11.9 The Club reserves the right (in its sole discretion) to pay Prizes in cash, by cheque or via bank transfer.
- 11.10 The Club reserves the right to change these Terms and Conditions at any time. Any such changes will be effective immediately from the date of their publication on the Lotto Terminal (or anywhere else in the Club where these Terms and Conditions are displayed) and shall apply to any Tickets purchased after that time.
- 11.11 You are responsible for paying any and all taxes on any Prize won.
- 11.12 All intellectual property rights generated as a result of the operation of the Lotto Terminal shall be the property of the Club and/or its licensors and you agree to take all steps (at the Club's cost) to vest any intellectual property which you create in the course of playing the Games to the Club or any third party nominated by it.

12. LIMITATION OF LIABILITY

- 12.1 THE CLUB'S ONLY OBLIGATION IS TO PAY THE PRIZES VALIDLY WON IN ANY GAME TO THE RIGHTFUL OWNER OF WINNING TICKETS.
- 12.2 EXCEPT FOR THE CLUB'S OBLIGATION TO PAY WINNINGS FOR WINNING TICKETS IN ACCORDANCE WITH THESE TERMS AND CONDITIONS, THE CLUB'S TOTAL AGGREGATE LIABILITY TO YOU IN CONTRACT, TORT (INCLUDING BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE SHALL BE LIMITED TO THE COST OF THE TICKET PURCHASED BY YOU IN RESPECT OF WHICH THE CLUB'S LIABILITY HAS ARISEN. FOR THE AVOIDANCE OF DOUBT, THE CLUB SHALL ONLY ISSUE A REFUND FOR A TICKET IF THE CLUB IS SATISFIED THAT YOUR LOSS WAS WHOLLY AND DIRECTLY THE RESULT OF ANY NEGLIGENCE OR ERROR BY THE CLUB.
- 12.3 THE CLUB SHALL NOT BE LIABLE TO YOU, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN RESPECT OF ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, EVEN WHERE SUCH LOSS OR DAMAGE HAS BEEN NOTIFIED TO THE CLUB AS BEING POSSIBLE, ARISING OUT OF THE TERMS OF USE OR ANY USE WHATSOEVER BY YOU OF THE LOTTO TERMINAL.

12.4 The Club will not be liable to any person for:

- (a) events beyond its reasonable control (for example war, strike, lockout, industrial action, epidemic, pandemic, fire, flood, drought, power cut and/or failure or obstruction of any network, broadcasting or telecommunications service);
- (b) the failure or destruction of, or damage to, all or part of its computer systems or records or those of any third party;
- (c) any mistakes caused by all or part of the computer systems or records of the Club or those of any third party;
- (d) delays, losses, mistakes or omissions in or made by any banking system used to pay Prizes;
- (e) any other action or event which prevents or hinders the issue of a valid Ticket;
- (f) the refusal to sell a Ticket to any person or to allow any person to play a Game;
- (g) any losses caused by you.

12.5 Nothing in these Terms and Conditions shall operate to exclude any liability which you or the Club may have in respect: (a) death or personal injury arising from its negligence; or (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be excluded or limited under applicable law.

13. SEVERABILITY

In the event that any section or any part of any section in these Terms and Conditions is declared invalid or unenforceable, by the judgment or decree by consent or otherwise of a court of competent jurisdiction from whose decision no appeal is or can be taken, all other provisions contained in these Terms and Conditions shall remain in full force and effect and shall not be affected by such finding.

14. WAIVER

Any failure to exercise or delay in exercising a right or remedy provided by these Terms and Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms and Conditions or by law prevents further exercise of that right or remedy or the exercise of another right or remedy.

15. ENTIRE AGREEMENT

These Terms and Conditions contains the entire agreement and understanding between you and the Club relating to the Lotto Terminals, and supersedes any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either you or the Club.

16. THIRD PARTY RIGHTS

16.1 These Terms and Conditions are between you (as the person who purchased a Ticket on this Lotto Terminal) and the Club and does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

- 16.2 You hereby acknowledge and agree that you have no rights or claims over any third parties in connection with your use of this Lotto Terminal.

17. DISPUTES

- 17.1 Should you have any concern over a Ticket, a claim, a complaint or disputes please contact a member of staff at the Club who will endeavour to settle your query.

- 17.2 If your query or complaint is not resolved, you can ask for the query/complaint to be escalated to a manager or supervisor. One of our managers/supervisors will look into your query/complaint and contact you with an update within 48 hours. You will be given the name and status of the person to whom your query/complaint has been sent to.

18. GOVERNING LAW

The courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to, your use of the Lotto Terminals. These Terms and Conditions are governed by the laws of England and Wales. The rights and remedies contained in these Terms and Conditions are cumulative and not exclusive of rights or remedies provided by law.

19. DEFINITIONS

The following defined terms shall have the following meanings:

“**Blackout Period**” means the period commencing one hour and five minutes prior to the end of the Game Period;

“**Club**” means the relevant organisation which operates the premises at which the relevant Lotto Terminal is located;

“**Draw**” means for, each Game, the process which results in the random selection of the Winning Ticket;

“**Drawn Numbers**” means the numbers drawn out in each Draw;

“**Game Period**” means, for each Game, the period commencing at the time at which a Game is first made available on the Lotto Terminal and ending at the time specified on the Lotto Terminal;

“**Games**” means (collectively and individually, as the case may be) the Mega Draw Jackpot, the Golden Ticket Draws, the Special Event Draws and any other games as may be made available on this Lotto Terminal from time to time;

“**Golden Ticket Draw**” means the Game more particularly described at sections 1.2 and 5 of these Terms and Conditions;

“**Line**” means, in relation to a Mega Draw Jackpot and a Special Event Draw, the four numbers selected by you or, if a ‘Lucky Dip’ is selected, the four numbers selected at random by the machine;

“**Lotto Terminal**” means the machine or device on which you purchased a Ticket.

“Mega Draw Jackpot” means the Game more particularly described at sections 1.1 and 4 of these Terms and Conditions;

“Prize(s)” means, for each Game, the prize awarded in relation to each Winning Ticket;

“Prize Claim Form” means any form that the Club may require you to complete in order to claim your Prize;

“Prize Fund” means, for each Draw, that part of the proceeds of sales of Tickets which contribute to the Prize;

“Rollover Draw” means any Mega Draw Jackpot where a Winning Line has not been determined by previous Draws;

“Seed Contribution” means any monetary amount contributed to a Mega Draw Jackpot in order to increase the Prize Fund;

“Society” means the relevant society operated by the Club;

“Special Event Draw” means the Game more particularly described at sections 1.3 and 6 of these Terms and Conditions;

“Terms and Conditions” means these terms and conditions governing your use of the Lotto Terminal and participation in the Games;

“Ticket” means the printed ticket dispensed by the Lotto Terminal;

“Ticket Number” means the randomised number printed next to each Line on a Ticket which will be used to determine the winner of the relevant Golden Ticket Draw;

“Winning Line” means a Line that comprises of all three of the Drawn Numbers for the relevant Draw; and

“Winning Ticket” means any Ticket which entitles you to a Prize and which has been validated by the Club.