



# **GENERAL RULES FOR ACCOUNT MANAGEMENT AND INTERACTIVE INSTANT WIN GAMES**

## **Issue 2, 2023**

The Regulator has granted a licence to Premier Lotteries Ireland Designated Activity Company authorising it to hold the National Lottery on the Minister's behalf, in accordance with the National Lottery Act 2013.

At Dublin, this 6<sup>th</sup> day of October, 2023.  
Pursuant to the National Lottery Act 2013.  
Premier Lotteries Ireland DAC with the approval of the Regulator,  
hereby makes the following general rules.



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## 1. INTRODUCTION

These rules (the “**General Rules for Account Management and Interactive Instant Win Games**”) apply when you Play a Game on the Interactive Channels through the Website or the National Lottery App.

- 1.1 Each Interactive Instant Win Game has its own individual set of specific rules (the “**Interactive Instant Win Game Specific Rules**”) as required by Section 45 of the Act. In the event of any conflict between the General Rules for Account Management and Interactive Instant Win Games and the Interactive Instant Win Game Specific Rules, the Interactive Instant Win Game Specific Rules will prevail.
- 1.2 These General Rules for Account Management and Interactive Instant Win Games have been approved by the Regulator.
- 1.3 Copies of these General Rules for Account Management and Interactive Instant Win Games, the Interactive Instant Win Game Specific Rules, the Account Terms and the Data Privacy Statement are available at Lottery Headquarters. Alternatively, the Interactive Instant Win Game Specific Rules are accessible by clicking [here](#). In addition, you may also access the Account Terms by clicking [here](#) and the Data Privacy Statement by clicking [here](#).
- 1.4 The official address to which correspondence must be sent is:

THE NATIONAL LOTTERY  
ABBEY STREET LOWER  
DUBLIN 1

- 1.5 For further information on the code of practice governing relations between participants in Games and the Company, operator of the National Lottery, please click [here](#). Additionally, this can be obtained from Lottery Headquarters or, on request, can be sent by post to any participant.
- 1.6 For further information on the code of practice governing the sale of Tickets please click [here](#). Additionally, this can be obtained from Lottery Headquarters or, on request, can be sent by post to any participant.
- 1.7 Where the context so requires, the neutral gender shall include the feminine or masculine gender and vice versa, the feminine gender shall include the masculine gender and vice-versa and the singular shall include the plural and vice-versa.
- 1.8 Capitalised words and expressions defined in the Account Terms but not herein shall have the same meanings as those set out in the Account Terms when used herein.

## 2. DEFINITIONS

The following words and terms used herein have the meanings given below, unless the context clearly indicates otherwise:

1. **Act** means the National Lottery Act 2013 as may be amended or replaced from time to time including any regulation made thereunder;
2. **Account** means an account maintained by a Player on the Interactive Channels;
3. **Account Terms** means the Account Terms and Conditions available on the Website and the National Lottery App that apply to Accounts;
4. **Central Gaming System** has the meaning provided under the Act;
5. **Claim Form** means a document to be completed by a person claiming a Prize in accordance with the payment arrangements under Clause 3.5, the contents of which may be varied by the Company from time to time;
6. **Claims Period** means 90 days from when the Game was completed;
7. **Data Privacy Statement** means the policy established by the Company in respect of the use and storage of a Player's personal information (as amended from time to time);
8. **Game or Games** means any lottery game run by the Company which forms part of the National Lottery;
9. **Game Play Window** means the screen on the Website or National Lottery App via which a Player plays a Game;
10. **Game Rules** are the rules which are issued by the Company for the various Games offered for sale including these rules;
11. **Interactive Channels** means communications over the internet that use any device from which the internet is able to be accessed and includes the Website and/or the National Lottery App;
12. **Interactive Game** means a Game on the Interactive Channels;
13. **Interactive Instant Win Game** means a Game in which the Central Gaming System determines at the point of purchase of a Play whether or not a Player has won a Prize and the level of any such Prize;
14. **Ireland** means Ireland excluding Northern Ireland;
15. **Licence** means the licence granted by the Regulator to the Company pursuant to which the Company is authorised to operate the National Lottery;
16. **Lottery Headquarters** means the principal administrative offices of the Company;

17. **Minister** means the Minister for Public Expenditure and Reform or his successor in title;
18. **National Lottery** has the meaning provided under the Act;
19. **National Lottery App** means the National Lottery software application which enables a Player to access the Website to play Interactive Instant Win Games via supported mobile devices. A list of supported devices is available [here](#).
20. **Play** means, in relation to any Interactive Instant Win Game, any interaction by a Player who is physically located in Ireland, with their Account which may yield a Prize, and which must be purchased in advance of playing a Game and as described in the game play mechanism of the relevant Game Rules;
21. **Player** or **You** or **Your** means a person who plays Interactive Games via the Website or National Lottery App;
22. **Prize** means a prize won by a Player from a Play in a Game and which has been validated on the Central Gaming System and is in accordance with the relevant Game Rules;
23. **Prize Structure** means the various Prize amounts, expected number of Prizes and chances of winning a Prize for each Game as determined by the Company, approved by the Regulator, specified in the Interactive Instant Win Game Specific Rules and recorded on the Central Gaming System;
24. **Regulator** has the meaning provided under the Act;
25. **Spend Limits** means an amount not exceeding the spending limits as set out in the Licence;
26. **The Company** means Premier Lotteries Ireland DAC;
27. **Ticket** means a ticket entitling its owner to participate in the National Lottery sold by way of Interactive Channels;
28. **Try For Free Game** means an Interactive Instant Win Game which is available to play free of charge on the Website or National Lottery App (following registration) and for which there are no Prizes;
29. **Valid Winning Play** means a winning Play which meets all the relevant validation requirements;
30. **Wallet** means an on-line account created by a Player and credited with funds from a registered payment card in order to play Interactive Games, which may hold Prize money and is accessible via the Website;
31. **Wallet Balance Limit** means an amount not exceeding €750;
32. **Website** means the National Lottery website, which is accessible through URL [www.lottery.ie](http://www.lottery.ie) or via the National Lottery App; and
33. **Winner** means a Player who is entitled to a Prize where all relevant validation requirements have been satisfied.

### **3. REGISTRATION FOR INTERACTIVE CHANNELS**

#### **3.1 Registration Process**

3.1.1 A person must register and open an Account to purchase a Play through the Website. For information on how to open an Account please go to the Player Registration Section of the Account Terms.

3.1.2 In the registration process, a person must confirm:

- a) that they have read the Company's Account Terms and these General Rules for Account Management and Interactive Instant Win Games;
- b) that they are over 18 years of age;
- c) that they are a legal resident of Ireland; and
- d) their date of birth.

3.1.3 A person must provide any other additional information that will be required by the Company.

3.1.4 A person can only have one Account. If the Company reasonably believes that a person has more than one Account, the Company reserves the right to terminate one or all Accounts in its sole discretion.

3.1.5 The Company reserves the right, in its sole discretion, to restrict a person from opening or continuing to operate an Account.

#### **3.2 Wallet Balance Limit**

3.2.1 The amount in the Wallet shall not exceed the Wallet Balance Limit at any one time.

3.2.2 A Player whose Account exceeds the Wallet Balance Limit will be prevented from playing or purchasing a further Interactive Game and must reduce his Wallet balance below the Wallet Balance Limit to continue playing.

3.2.3 A Player can choose, at any time, to withdraw all or a portion of the balance of funds in their Wallet and the Company shall pay such withdrawn amount in accordance with these General Rules for Account Management and Interactive Instant Win Games.

3.2.4 The Wallet Balance Limit may be changed by the Company at any time.

#### **3.3 Purchase and Spending Limits**

3.3.1 A Player can only spend a specific amount of money on Interactive Games and the Company shall ensure that a Player does not exceed such Spend Limits.

- 3.3.2 A Player can choose to impose lower Spend Limits provided that any new limits cannot be altered for at least 24 hours.
- 3.3.3 The Spend Limits are set out below and may be changed by the Company at any time:

Frequency	Spend Limit (maximum limit)
Daily	€75
Weekly	€300
Monthly	€900

### 3.4 Self-Exclusion

- 3.4.1 A Player will be able to lock themselves out of an Interactive Instant Win Game or all Interactive Instant Win Games for a minimum period of 2 days. Where a player chooses to lock themselves out of all Interactive Instant Win Games they will receive no marketing messages for the period of their lock-out.
- 3.4.2 A Player will be able to lock themselves out of all Interactive Games for a period of one (1) month. A Player that chooses this option will:
- Have the balance in their Wallet returned;
  - Not receive marketing messages for the period of their exclusion; and
  - Have their Account suspended for a minimum of one (1) month.
- 3.4.3 A Player will be able to lock themselves out of all Interactive Games for a period of six (6) months. A person that chooses this option will:
- Have the balance in their Wallet returned;
  - Not receive marketing messages for the period of their exclusion; and
  - Have their Account closed for a minimum of six (6) months.

### 3.5 Prize Payment

- 3.5.1 All cheques issued by the Central Gaming System will be sent to the name and address linked to the Player's Account and stamped 'Payee Account Only'. Prizes may also be paid by any other method that the Company may introduce, following approval from the Regulator.
- 3.5.2 A Winner shall receive payment as below:



<b>PRIZE TIERS</b>	<b>PRIZE AMOUNT</b>	<b>PAYMENT ARRANGEMENTS</b>
Low Tier	€1 - €99	<ul style="list-style-type: none"> <li>i. Email notification sent to Player.</li> <li>ii. Prizes automatically transferred to Player's on-line wallet.</li> <li>iii. Any additional requirements from the Company.</li> </ul>
Mid Tier	€100 - €500	<ul style="list-style-type: none"> <li>i. Email notification sent to Player.</li> <li>ii. Cheque automatically sent by post to address linked to Player's Account.</li> <li>iii. Any additional requirements from the Company (including identification details if not previously provided).</li> </ul>
	€501 - €9,999	<ul style="list-style-type: none"> <li>i. Player contacted by the Company.</li> <li>ii. Company will require the Player to verify their age, provide identification details (if not previously provided) and complete the Claim Form before a cheque is issued.</li> <li>iii. Any additional requirements from the Company.</li> </ul>
High Tier	€10,000+	<ul style="list-style-type: none"> <li>i. Email notification sent to Player.</li> <li>ii. Player must present themselves at Lottery Headquarters.</li> <li>iii. Company will require Player to verify age, identification details</li> </ul>

		<p>and complete the Claim Form before a cheque is issued.</p> <p>iv. Any additional requirements from the Company.</p>
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- 3.5.3 Winners of prizes of €10,000 and above who are unable to attend Lottery Headquarters for a stipulated reason may alternatively, and following confirmation from the Company's claims team, post a claim form and all required documentation to Lottery Headquarters at the Winner's sole risk. Alternatively, and notwithstanding any other provision in these rules, a member of the Company's claims team may visit the Winner to take receipt of all relevant documentation. If valid, claims will be paid by cheque. This will be reviewed by the Company's claims team on a case-by-case basis. The remote prize claims process will be provided to Winners at the Company's discretion.
- 3.5.4 No right of any person to a Prize shall be assignable, except that payment of any Prize may be paid to
- a. the estate of a deceased Winner;
  - b. to any person pursuant to an appropriate judicial order in accordance with said judicial order;
  - c. in accordance with instructions from a practising solicitor or barrister in relation to a ward of court, or
  - d. in a manner deemed appropriate by the Company in its sole discretion, in circumstances where making payment directly to the Winner may not be in the best interests of the Winner.
- 3.5.5 The Company shall be discharged of all liability upon payment of a Prize pursuant to rule 3.5.3 above.
- 3.5.6 Notwithstanding the payment arrangements set out in the table at rule 3.5.2 above, the Company may at any time and at its sole discretion require a Player to provide additional information including proof of identity. Until the Company has satisfied itself of the legitimacy of a claim, the Company may withhold the payment of a Prize.
- 3.5.7 Where the Company has reason to believe that a person without legal capacity is a Winner, payment of such Prize will be made to a parent or legal guardian of the Winner or in accordance with the policies and procedures of the Company.

#### **4. RESTRICTIONS ON PURCHASE OF PLAYS AND PAYMENT OF PRIZES**

- 4.1 A person (other than the Company) shall not sell, offer or expose for sale or invite an offer to buy a Play or award a Prize in respect of a Play in the Interactive Channels.
- 4.2 None of the following shall be entitled to own a Play nor shall they be awarded a Prize in any Interactive Game:
- 4.2.1 any member of the Company's board of directors;
  - 4.2.2 any contractor or subcontractor involved in the operation, control, development, support and/or maintenance of the Central Gaming System;
  - 4.2.3 A person who manufactures Tickets, or any officer or employee of the Company other than those employees who purchase Play solely in order to test the Central Gaming System and, in particular, the Player registration process;
  - 4.2.4 any person prohibited by the Act; and
  - 4.2.5 any persons prohibited by the General Rules for Account Management and Interactive Instant Win Games or the Interactive Instant Win Game Specific Rules.
- 4.3 If such a person becomes the owner of a Prize, he shall not be eligible for any Prize. If a Prize is awarded, such a Prize shall be returnable to the Company.
- 4.4 For the avoidance of doubt, a person is not entitled to any Prizes when they play Try for Free Games that may be offered from time to time on the Website.

## **5. INTERACTIVE INSTANT WIN GAMES**

### **5.1 Playing Interactive Instant Win Games**

- 5.1.1 You can only buy Plays and receive Prizes in line with these General Rules for Account Management and Interactive Instant Win Games, the Account Terms and the Interactive Instant Win Game Specific Rules that apply to an Interactive Instant Win Game.
- 5.1.2 In order to play an Interactive Instant Win Game, a person must have an Account.
- 5.1.3 When the Player has logged in to their Account a choice of Interactive Instant Win Games will appear.
- 5.1.4 The Player chooses the Interactive Instant Win Game they want to play by clicking on the Game and then the "Play" link on the Game Play Window.
- 5.1.5 The Player is then shown a brief 'how to play' synopsis of the Interactive Instant Win Game and is invited to 'play now/let's play' or 'try'.
- 5.1.6 The Player is then shown the price of playing the Interactive Instant Win Game and the current balance in their Wallet.
- 5.1.7 The opening screen is displayed and the Player clicks the 'play/let's play' button to start the game.
- 5.1.8 The Central Gaming System then randomly selects a Play which may yield a Prize for the Game. The Player's interaction with the Game and any Game sounds or animation (which are solely for the Player's enjoyment or entertainment) do not impact on the result or outcome of the Game.
- 5.1.9 A finish button will appear once the Game has been played. The Game is not complete until the 'Finish' button has been pressed.
- 5.1.10 Once the Game ends a message indicating the result will appear.
- 5.1.11 A Player that does not complete a Play once they have clicked the 'play/let's play' button by the closing date within which Prizes can be claimed in respect of that Game or where the Interactive Instant Win Game is terminated for any reason, the Central Gaming System will automatically play out that Play. If a Prize is won, it will be paid in accordance with clause 3.5 above.

### **5.2 Period Within Which Prizes Must Be Claimed**

- 5.2.1 Prizes won must be claimed within the Claims Period. The Company shall not be obliged to pay any Prizes that are not claimed within the Claims Period.

- 5.2.2 After the expiration of the Claims Period, all unclaimed Prizes will be forfeited to be utilised by the Company in accordance with the terms of the Licence.
- 5.2.3 All Prizes are subject to the Company's validation criteria at any stage prior to Prize payment. The Company reserves the right to withhold payment of any Prize until it is entirely satisfied as to the validity of any Play and the claimant's bona fides.

## 6. LIMITATIONS OF LIABILITY

- 6.1 The Company will not be liable to pay any interest in respect of any amounts payable pursuant to clause 7.2 and 7.4 below or any other amounts howsoever referred.
- 6.2 Nothing in these General Rules for Account Management and Interactive Instant Win Games excludes or limits (a) any person's liability for (i) fraud; or (ii) death or personal injury caused by breach of any duty that person may have to take reasonable care or exercise reasonable skill; or (b) any other liability which cannot lawfully be excluded or limited, including a Player's statutory rights.
- 6.3 The Company will not be liable to any person for:
- a) events beyond their reasonable control and expectations (for example war, strike, lockout, industrial action, fire, flood or drought);
  - b) the failure or destruction of, or damage to, all or any part of the computer systems or records of the Company or any third party (including, without limitation, the Central Gaming System insofar as they fall outside the Company's reasonable control);
  - c) delays, losses, mistakes or omissions in or made by the postal or other delivery service or by the banking system;
  - d) subject to 7.1 below, any other action or event outside of the Company's control which prevents or hinders the issue of a valid Play; or
  - e) the refusal to permit any person to play a Game in line with these General Rules for Account Management and Interactive Instant Win Games or to allow any person to Play a Game.
- 6.4 In no event shall the Company be liable for any indirect, incidental, special or consequential damages, including loss of profits, loss of revenue, loss of business reputation, loss of goodwill, loss of availability or use, arising out of or in connection with any Interactive Instant Win Game.
- 6.5 You acknowledge and agree that you do not rely on, and shall have no remedy in respect of, any statement, representation or warranty (in each case whether negligently or innocently made) made by any person whether or not that person is a party to these General Rules for Account Management and Interactive Instant Win Games. Notwithstanding the foregoing, the Company shall ensure that all factual statements for the National Lottery or National Lottery Games or in any material designed to encourage the purchase of Tickets in a National Lottery Game are true and capable of independent verification.

## **7. DISPUTE RESOLUTION & DECISIONS OF THE COMPANY**

- 7.1 The Company's decisions and judgement in respect of all matters including the determination of a winning Play or of any other dispute arising from the payment or awarding of Prizes shall be final and binding upon all participants unless otherwise provided by law and these General Rules for Account Management and Interactive Instant Win Games.
- 7.2 Notwithstanding any other clause to the contrary, in the event that a dispute arises relative to a winning Play, a Claim Form, the payment, or the awarding of any Prize, the Company may withhold payment of the Prize until a decision has been reached.
- 7.3 Unless otherwise prevented by law, the Company's decisions shall be final and binding in the event of any controversy or confusion in the interpretation and application of these General Rules for Account Management and Interactive Instant Win Games, the Account Terms and the Interactive Instant Win Game Specific Rules or of any other procedure employed by the Company including whether or not a Play is a Valid Winning Play.
- 7.4 The sole remedy for the Player (except as otherwise may be provided by law or these General Rules for Account Management and Interactive Instant Win Games), in the event that a dispute between the Company and the Player arises as to whether a Play is a Winning Play, and if the Prize is not paid, shall be at the Company's option, to reimburse the cost of the disputed Play or to replace the disputed Play with a Play of equivalent price.

## **8. OTHER GENERAL RULES**

- 8.1 The Company may amend, modify or otherwise change these General Rules for Account Management and Interactive Instant Win Games or the Interactive Instant Win Game Specific Rules and, subject to the approval of the Regulator and upon full compliance with law, said amendments, modifications or changes shall become as effective and applicable as if part of the original General Rules for Account Management and Interactive Instant Win Games or Interactive Instant Win Game Specific Rules.
- 8.2 The National Lottery logo, and any other trademarks, relating to Games or otherwise, which appear on the National Lottery App, Website or used in the operation of the National Lottery are owned by the Minister and used by the Company under an exclusive licence. Any unauthorised use of these trademarks is prohibited.
- 8.3 The Company may refuse to permit access to its Interactive Channels or a Play to any person without giving reasons.
- 8.4 Any person who alters or attempts to alter a Play with a view to obtaining a Prize, or any other person who purchases a Play and is not entitled to do so, may be liable to criminal prosecution.



## **9. GOVERNING LAWS**

- 9.1 In purchasing a Play or while accessing the Interactive Channels, the Player agrees to comply with the laws of Ireland, these General Rules for Account Management and Interactive Instant Win Games, the Account Terms, the Interactive Instant Win Game Specific Rules, the Data Privacy Statement, final decisions of the Company, and all procedures and instructions established by the Company for the conduct of the Interactive Instant Win Game.