

DAILY MILLION RULES

Issue 5

INTRODUCTION

The Minister for Public Expenditure and Reform has granted a licence to Premier Lotteries Ireland Limited authorising it to conduct the National Lottery on the Minister's behalf, in accordance with the National Lottery Act 2013

At Dublin, this 6th day of October, 2023.

PURSUANT to the National Lottery Act 2013.

Premier Lotteries Ireland Limited, with the approval of the Regulator, hereby makes the following rules.



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RULES

1. TITLE

These rules are to be read in conjunction with, and are in addition to, the General Rules for National Lottery Games.

- (1) These Rules may be referred to as the Daily Million Game Rules 2023.
- (2) These Rules will apply to all Tickets purchased for the first Draw to be held on 6th October 2023 and subsequent Draws. Tickets purchased for Draws up to and including the Draws to be held on 5th October 2023 will conform to Issue 4 June 2020 of the Daily Million Game Rules. The Daily Million Game will end with a Draw or series of Draws on a date or dates determined by the Company.
- (3) The Rules for Draw-Based Games Played Interactively apply to Tickets purchased through the National Lottery's Interactive System and should also be read in conjunction with these Rules (see www.lottery.ie).

2. **DEFINITIONS**

In these Rules unless the context requires otherwise:

Act means the National Lottery Act 2013.

Advance Play means a facility to play the Daily Million Game for the next 2, 3, 4, 5, 6 or 7 draws in advance with the purchase of one Ticket.

Bonus Number means the number between one and thirty nine (inclusive), randomly selected from the remaining thirty-three numbers immediately after the Winning Numbers have been selected.

Central Computer System means the computer system used to operate Draw-Based Games.

Company means Premier Lotteries Ireland Limited.

Contractors mean the National Lottery's gaming systems contractor and its subcontractors.

Daily Million Game means the Lotto Game wherein a Player selects a set of 6 numbers from a set of 39 numbers, or opts for a Quick Pick selection, for a Draw at a predetermined time on a pre-determined date, by use of an on-line Terminal.

Draw or Daily Million Draw means the process which is used to randomly select a set of Winning Numbers and a Bonus Number for a given Daily Million Game.

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Draw-Based Game means a National Lottery game in which a Player selects a combination of numbers or symbols, the type of game and the amount of Play(s), for a pre-determined Draw, by use of an on-line Terminal, or opts for a Quick Pick selection.

Effective Date means the first day of operation of the Licence as agreed with the Minister.

Event Draw or Daily Million Event Draw means a Draw announced and designated as an Event Draw whereby if there is no Play which correctly matches the six Winning Numbers, then the Match 6 Prize Pool for that Event Draw will be allocated to other prize categories as determined and announced by the Company and approved by the Regulator. The Prize Pool for each of the prize categories for each Event Draw shall be as determined by the Company and approved by the Regulator.

Games Related Information has the meaning given to it in the Rules for Draw-Based Games Played Interactively.

Gross Revenue means, in relation to any Daily Million Game, the net receipts (i.e. sales less cancellations) from total Ticket sales for that Daily Million Game.

Interactive System means the system (accessible via the Website) established or operated by the Company for the purpose of registering Players, administering Player Accounts, facilitating Plays, holding Games-Related Information and paying Prizes.

Licence means the licence granted to Premier Lotteries Ireland Limited to hold the National Lottery, issued under section 26 of the Act, and amended in accordance with section 27 of the Act.

Lottery Headquarters means the principal administrative offices of the Company.

Minister means the minister for Public Expenditure and Reform or his successor in title.

The National Lottery means Premier Lotteries Ireland Limited.

Panel means that area of a Playslip which contains thirty nine rectangular boxes numbered one to thirty nine inclusive.

Pari-mutuel means that a Prize Pool may be shared equally among all of the winners in each prize category as determined by the Company and approved by the Regulator.

Play means the six different numbers from one to thirty nine inclusive which are selected and marked by a Player on a Panel and which appear on a Ticket with a designated Panel letter or Quick Pick selection which appear on a Ticket with a designated Panel letter.

Player means a person participating in a Daily Million Game.

Rules Daily Million Page 6 of 20 **Player Account** has the meaning given to it in the Rules for Draw-Based Games Played Interactively.

Playslip means the card supplied by the Company for use in marking a Player's Selection(s).

Prize Claim Centre Agent means such a Retail Sales Agent designated by the National Lottery.

Prize Pool for a prize category means the total amount allocated for distribution as prizes for that category for a Daily Million Game.

Quick Pick means a Play(s) consisting of six different numbers which, instead of being selected by a Player, is/are selected on a random basis by The National Lottery's computer system.

Regulator means the regulator duly appointed under the Act to regulate The National Lottery, or the Minister.

Retail Sales Agent means a person(s), corporate body or partnership appointed by the Company to be a National Lottery sales agent at specified location(s) under section 42 of the National Lottery Act 2013.

Terminal means the on-line computer hardware and software by which a Retail Sales Agent enters the combination selected by a Player and by which Draw-Based Tickets are generated and Daily Million transactions are entered and processed, or where a Ticket is generated by means of the Quick Pick facility.

Ticket means the Daily Million Ticket issued by the Terminal to record a Player's Plays, the Draw date(s), the Draw time(s), the price of the Ticket (determined by the number of Plays) and other information as determined by the National Lottery from time to time.

Ticket Owner means the person who has signed the Ticket or has possession of the unsigned Ticket or who is recognised by the Company as the owner of the Ticket under Rule 4.19 of the General Rules for National Lottery Games.

Website means the Company's interactive game website, which is accessible through URL www.lottery.ie.

Winning Numbers means the six numbers between one and thirty nine (inclusive) randomly selected at each Draw and which are used to determine the winning Plays.

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3. PLAYER'S OBJECTIVE

The objective of a Player when playing the Daily Million Game is to correctly select a set of Winning Numbers, or match a Quick Pick selection to Winning Numbers for the Game entered.

The Company may, in its sole discretion, restrict or prohibit any person or persons from participation or further participation in any Daily Million Game if in its view that person or persons is/are playing in a manner deemed to be interfering with other Players' reasonable access to the game.

4. METHOD OF PLAY

(1) Cost of a Play

- (a) To participate in the Daily Million Game a Player must play a minimum of one Play Panel at a total cost of €1.00 (one Euro).
- (b) The cost of each additional Play shall be €1.00 (one Euro).
- (c) The cost of an Advance Play Ticket will be the total cost of the Panels selected times the number of Draws the Player has chosen.

(2) Making a Selection for a Game

- (a) On any one Playslip a Player may play a minimum of one and a maximum of the number of Panels included in the Playslip.
- (b) Each Play is made by the Player manually marking 6 numbers in a Panel, each with a vertical line which should not extend beyond the outline of the rectangular box.
- (c) The completed Playslip together with the appropriate amount due should then be submitted to the Retail Sales Agent. The Retail Sales Agent will then on the Player's behalf and as his/her agent place the Playslip facing up on the tray of the Terminal. The Terminal will then issue a Ticket recording each Play marked on the Playslip.
- (d) A Player may by specifying the six numbers required per Play, request the Retail Sales Agent to manually key in Plays.
- (e) Where a Player requests Quick Pick Plays, the Retail Sales Agent (without requiring a Playslip) will, through the Terminal, issue a Ticket which has recorded on it the requested number of Plays, with a minimum of one Play. Alternatively a Play may be made by the Player manually marking the "Quick Pick" box in respect of any Panel(s) on his/her Playslip.
- (f) Where a Player uses the Advance Play facility he/she will mark his/her selections in the appropriate Panels of the Playslip and mark the appropriate box for one or more draws. The Terminal will issue a Ticket which will show the selections made, the number of Draws selected, the range of Draw dates and the Draw time(s) for which the Ticket is valid. An Advance Play Ticket will display the date and time of the first and last Draw in which the Ticket has been entered. The first draw displayed on an Advance Play ticket is always the next

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- available draw. A Player cannot specify the date(s) and time(s) of Draw(s) to appear on a Ticket.
- (g) Quick Pick number selections for any given Draw may be duplicated.

(3) Entry into a Game

- (a) A Ticket will be entered into the next available Daily Million Draw. Advance Play Ticket(s) will be entered for the range of Draw dates and times displayed on the Ticket.
- (b) Only the Plays recorded by the Central Computer System are valid for participation in the Daily Million Game.
- (c) A Playslip has no monetary or prize value and shall not in any circumstances constitute evidence of Ticket purchase or of any Play.
- (d) A Ticket shall be the only valid basis for claiming a prize or prizes.
- (e) The Company shall not in any circumstances be liable to a Player for any acts or omissions by Retail Sales Agents.
- (f) The Company, its Retail Sales Agents or Contractors shall not be responsible for lost or stolen Tickets.

(4) Cancellation of a Ticket

- (a) Cancellation of a Ticket is the sole and exclusive remedy where there is an error or omission on or in relation to a Ticket.
- (b) A Ticket may only be cancelled if returned to the issuing Terminal for cancellation at the earlier of within two hours of the time it was purchased, or prior to the close of Ticket sales on that day.
- (c) On the cancellation of a Ticket the Player shall be entitled to a refund from the Retail Sales Agent equal to the price of the Ticket.
- (d) The Retail Sales Agent shall mark the void box and retain the cancelled Ticket together with the cancellation authorisation.
- (e) Subject to (b) above, a Ticket purchased on the day of a Draw and eligible for a Draw on the same day may only be cancelled if returned to the issuing Terminal before Ticket sales for the Daily Million Game close prior to the relevant Draw.
- (f) The National Lottery accepts no responsibility for Tickets cancelled in error, or where the numbers appearing on a Ticket disagree with the numbers on file at the Central Computer System for that Ticket.
- (g) Neither The National Lottery nor its Contractors shall be responsible for Daily Million Tickets redeemed by a Retail Sales Agent in error.

(5) Player Responsibility

(a) It shall be the sole responsibility of the Player to verify that the Plays recorded on the Ticket correspond with those marked on the Playslip or otherwise specified and that the date(s) and time(s) of Draw(s) printed on the Ticket are as required.

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(b) The Company, its Contractors and Retail Sales Agents shall not be liable in any circumstances for any errors or omissions in respect of the issue of a Ticket or the information recorded on any Ticket (whether details of Plays, Daily Million Game or otherwise whatsoever), or for any other defect in the Ticket.

(6) Sale of Tickets

- (a) No person or business other than a Retail Sales Agent authorised under contract for the sale of Tickets with the Company may sell Tickets except that nothing in this section shall be construed to prevent a person who may lawfully purchase Tickets from making a gift of Tickets to another.
- (b) Tickets may not be sold at a location other than the location address listed on the Retail Sales Agent's contract with the Company.
- (c) Nothing in this section shall be construed to prohibit the Company from designating certain of its employees to sell Tickets direct to the public.
- (d) No Retail Sales Agent may sell a Ticket at a price per Play other than that set down by The National Lottery.
- (e) No Retail Sales Agent may receive compensation for the sale of Tickets other than that authorised and provided by the Company.
- (f) No Ticket shall be purchased by, and no prize shall be paid to, any director, agent or employee of the Company or any Contractor or sub-contractor or, if the Contractor or sub-contractor is a company, any director or employee of the Contractor or sub-contractor involved in the operation of Draw-Based Games for the Company or any other person prohibited by The Act.
 If such a person becomes the owner of a Ticket it shall not be eligible for any prize. If any prize is awarded, such a prize shall be returnable to the Company.
- (g) No Ticket shall be sold to any person under the age of eighteen years, but this shall not be deemed to prohibit the purchase of a Ticket for the purpose of making a gift by a person eighteen years of age or older to a person less than that age. Any Retail Sales Agent who knowingly sells or offers to sell a Ticket or share to any person under the age of eighteen years shall be liable to prosecution.
- (h) No Retail Sales Agent may enter into any special agreement with a Player to sell Tickets other than in accordance with the National Lottery Act 2013, the Licence, the Retail Sales Agents' contract with the Company and these Rules.

5. DRAWS AND DIVISION OF PRIZES

(1) Procedure for Draws

(a) Draws shall be conducted at times and places and pursuant to procedures determined by the Company from time to time.

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(2) Selection of Winning Numbers

- (a) Draws shall be made using electro mechanical Draw equipment or such other equipment as the Company may from time to time determine.
- (b) At each Draw there shall be randomly selected a set of Winning Numbers and a Bonus Number.
- (c) The Winning Numbers and Bonus Number will be provided to the media for dissemination to the public.
- (d) In the event of any Draw being declared invalid another Draw will be conducted to determine the Winning Numbers and Bonus Number.
- (e) In the event that any Draw is interrupted due to equipment failure or for any other reason, the Draw will be completed in accordance with the Company's procedures.
- (f) Where there is significant interruption to the provision of a Daily Million Game or games the Company reserves the right to defer a Draw or Draws until the game(s) is/are restored and Players have a reasonable opportunity to enter into the game or games.

(3) Categories of Prizes and Allocation of Prize Pools for each Daily Million Game Draw

(a) Match 6 category:

means Plays which correctly match, in any order, all 6 Winning Numbers drawn in a Draw. In the event that the Match 6 Prize is not won in any Daily Million Game the Prize money in the Match 6 Prize category does not rollover to the next Daily Million Game.

(b) Match 5 + Bonus category:

means Plays which correctly match, in any order, 5 of the 6 Winning Numbers drawn and also the Bonus Number drawn in a Draw. In the event that the Match 5 + Bonus Number Prize is not won in any Daily Million Game the Prize money in the Match 5 + Bonus Number Prize category does not rollover to the next Daily Million Game.

(c) Match 5 category:

means Plays which correctly match, in any order, 5 of the 6 Winning Numbers drawn in a Draw. In the event that the Match 5 Prize is not won in any Daily Million Game the Prize money in the Match 5 Prize category does not rollover to the next Daily Million Game.

(d) Match 4 + Bonus category:

means Plays which correctly match, in any order, 4 of the 6 Winning Numbers drawn and also the Bonus Number drawn in a Draw. In the event that the Match 4 + Bonus Number Prize is not won in any Daily Million Game the Prize money in the Match 4 + Bonus Number Prize category does not rollover to the next Daily Million Game.

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(e) Match 4 category:

means Plays which correctly match, in any order, 4 of the 6 Winning Numbers drawn in a Draw. In the event that the Match 4 Prize is not won in any Daily Million Game the Prize money in the Match 4 Prize category does not rollover to the next Daily Million Game.

(f) Match 3 + Bonus category:

means Plays which correctly match, in any order, 3 of the 6 Winning Numbers drawn and also the Bonus Number drawn in a Draw. In the event that the Match 3 + Bonus Number Prize is not won in any Daily Million Game the Prize money in the Match 3 + Bonus Number Prize category does not rollover to the next Daily Million Game.

(g) Match 3 category:

means Plays which correctly match, in any order, 3 of the 6 Winning Numbers drawn in a Draw. In the event that the Match 3 Prize is not won in any Daily Million Game the Prize money in the Match 3 Prize category does not rollover to the next Daily Million Game.

- (h) The prize value in the Match 6 category is €1,000,000 (one million euro). However, if in any Daily Million Game there is more than one winning Play in the Match 6 prize category, the Prize Pool for that category shall be shared equally amongst the winning Plays in the Match 6 prize category. On a sharing of the Prize Pool for the Match 6 prize category the amounts attributed to each winning Play shall be rounded correct to the nearest one Euro (€1).
- (i) Subject to 5(3)(j) below the fixed prize values in the following categories are:-

Match 5 + Bonus category - €10,000 (ten thousand euro)

Match 5 category - €500 (five hundred euro)

Match 4 + Bonus category - €100 (one hundred euro)

Match 4 category - €25 (twenty five euro)

Match 3 + Bonus category - €10 (ten euro)

Match 3 category - €3 (three euro)

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(i) In the event that the total of prizes in a Daily Million Game calculated in accordance with 5(3)(h) and 5(3)(i) above exceeds
 €5,000,000 (five million euro) the fixed prize values stated in 5(3)(i) will be adjusted according to the following formula:

Where A equals individual fixed prize amount as per 5(3)(i) above in the Daily Million Game,

Where *B* equals total prize cost for all fixed prize categories as per 5(3)(i) above multiplied by the corresponding number of winners in each Prize category for the Daily Million Game,

And

Where *C* equals the prize value for the Match 6 prize category as per 5(3)(h) above.

(ii) All adjusted prize amounts will be rounded correct to the nearest one Euro (€1).

(4) Categories of Prizes and Allocation of Prize Pools for each Daily Million Event Draw

In Daily Million Game Event Draws, prizes may be awarded either on a Pari-mutuel or a fixed prize basis, or both on a Pari-mutuel and fixed prize basis, as determined by the National Lottery and approved by the Regulator.

(a) The Event Draw prize categories, where applicable, shall be:

Event Draw Match 6 category:

means Plays which correctly match, in any order, all 6 of the Winning Numbers drawn in an Event Draw.

Event Draw Match 5 + Bonus category:

means Plays which correctly match, in any order, 5 of the 6 Winning Numbers drawn and also the Bonus Number drawn in an Event Draw.

Event Draw Match 5 category:

means Plays which correctly match, in any order, 5 of the 6 Winning Numbers drawn in an Event Draw.

Event Draw Match 4 + Bonus category:

means Plays which correctly match, in any order, 4 of the 6 Winning Numbers drawn and also the Bonus Number drawn in an Event Draw.

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Event Draw Match 4 category:

means Plays which correctly match, in any order, 4 of the 6 Winning Numbers drawn in an Event Draw.

Event Draw Match 3 + Bonus category:

means Plays which correctly match, in any order, 3 of the 6 Winning Numbers drawn and also the Bonus Number drawn in an Event Draw.

Event Draw Match 3 category:

means Plays which correctly match, in any order, 3 of the 6 Winning Numbers drawn in an Event Draw.

- (b) If in any Event Draw there is no Play which correctly matches the six Winning Numbers, then the Event Draw Match 6 Prize Pool for that Event Draw may be allocated to other prize categories as determined and announced by the Company and approved by the Regulator.
- (c) The Prize Pool for each of the prize categories for each Event Draw shall be as determined by the Company and approved by the Regulator.

(5) No more than One Prize for a Play in any One Draw

The holder of a valid Winning Ticket can win in only one prize category per single Play Panel in any one Draw or Event Draw but shall be paid the highest Prize won.

(6) Results

- (a) The results of each Draw (and Event Draw where applicable) will be available from Retail Sales Agents after each Draw, will be issued to the national media, will be published on the Company's website and may also be published in such other manner as the Company may from time to time determine.
- (b) The information displayed and disseminated will be:
 - (i) The Game;
 - (ii) The Winning Numbers and Bonus Number;
 - (iii) The amount payable to each correct Play in each prize category;
 - (iv) Such other information as the Company may from time to time determine.

(7) Determination of Prize Claims

- (a) In all cases, the determination of prize entitlement shall be subject to the Ticket validation requirements set out in Rule 6 of these Rules.
- (b) The surrender of a Ticket to the Company or to a Retail Sales Agent and the receipt by the bearer of the Ticket of any prize money payable in respect of the

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- Ticket shall be a good discharge to the Company notwithstanding any notice The National Lottery may have of the alleged rights, title, interest or claim of any other person or persons to the prize money.
- (c) Neither the Company nor any Retail Sales Agent shall be responsible or liable as a result of the payment of a prize to the bearer of any lost or stolen Ticket whether or not advice of the loss or theft has been reported or notified to the Company prior to payment of the prize.

6. PAYMENT OF PRIZES AND TICKET VALIDATION REQUIREMENTS

(1) Payment of Prizes

Prizes in all prize categories below the Match 6 and the Match 5 + Bonus Number prize may be available for payment on the day following the Draw (or Event Draw where applicable).

(2) Ticket Validation Requirements

In addition to any other requirements specified in these Rules, the following requirements shall apply before a Ticket shall be regarded as a valid prize winning Ticket.

- (a) The Ticket must have been issued on behalf of the Company by a Retail Sales Agent through a Terminal.
- (b) The Ticket must be intact and must not be mutilated, altered, illegible, incomplete or tampered with in any manner.
- (c) The information recorded on the Ticket must correspond with the Central Computer System computer records. Only the Plays recorded by the Central Computer System will participate in the Daily Million Game.
- (d) Each number on the Ticket, whether a Play number, or otherwise must be fully legible.
- (e) The Ticket must not be defectively printed or produced in error to an extent that it cannot be processed by the Company or a Retail Sales Agent.
- (f) The Ticket must not be counterfeit or cancelled.
- (g) The Ticket must not appear on the Central Computer System computer record of cancelled Tickets. The Company accepts no responsibility for Tickets cancelled in error.
- (h) All information appearing on the Ticket must appear in the Central Computer System's computer record of winning Tickets.
- (i) The Ticket must pass all additional confidential validation tests and security criteria established by the Company.
- (j) The Company shall not in any circumstances be liable to a Player for any acts or omissions by Retail Sales Agents.

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(3) Consequences of a Ticket being Invalid

- (a) In the event that a Ticket fails to pass any of the criteria set out in Rule 6(2) of these Rules, that Ticket shall be deemed void and ineligible for any prize.
- (b) The National Lottery may solely at its option, replace an invalid Ticket with a Ticket of equivalent sales price for any subsequent Game.
- (c) Liability, if any, of the Company is limited to replacement or refund.

7. **CLAIMING A PRIZE**

(1) **Time Limit on Claims**

All prizes must be claimed within 90 days from the date of the Draw or Event Draw at which the Winning Numbers and Bonus Number were drawn. For prizes that may only be claimed at Prize Claim Centre Agents and Lottery Headquarters, in the event that the 90th day falls on a Saturday, Sunday or public holiday, the time limit shall expire at 5.30pm on the next working day. Any prize not claimed within such period in the manner specified in these Rules shall be forfeited. The unclaimed prize money shall be allocated to a special reserve fund to be utilised by the Company as agreed with the Regulator from time to time.

In the case of a prize claimed by mail, the Ticket must be received at The National Lottery, Abbey Street Lower, Dublin 1 within the time limit on claims. All Daily Million prizes may be redeemed at National Lottery Headquarters.

- (2) Prize Payment – Match 3, Match 3 + Bonus Number, Match 4, Match 4 + Bonus Number and Match 5 and Event Draw Match 3, Event Draw Match 3 + Bonus Number, Event Draw Match 4, Event Draw Match 4 + Bonus Number and Event Draw Match 5
 - (a) Match 3, Match 3 + Bonus Number, Match 4, Match 4 + Bonus Number and Match 5 and Event Draw Match 3, Event Draw Match 3 + Bonus Number, Event Draw Match 4, Event Draw Match 4 + Bonus Number and Event Draw Match 5 prizes may be claimed at any Retail Sales Agent by presenting the winning Ticket within the time limit on claims.
 - (b) Prizes may be claimed within the following limits: Prizes of €1 to €100 may be claimed at all Retail Sales Agents, Prize Claim Centre Agents and Lottery Headquarters. Prizes of €101 to €2,500 may be claimed at Retail Sales Agents (at the Agent's discretion), Prize Claim Centre Agents and Lottery Headquarters. Prizes of €2,501 to €14,999 may be claimed at all Prize Claim Centre Agents and National Lottery Headquarters. Prizes of €15,000 and above may only be claimed at Lottery Headquarters. A list of the Prize Claim Centre Agents is available at www.lottery.ie.
 - (c) The Retail Sales Agent will retain the winning Ticket and pay the bearer the appropriate prize money, provided all the Ticket validation criteria and other requirements set out in these Rules have been satisfied.

Rules Daily Million Page 16 of 20 (d) If a prize is claimed on an Advance Play Ticket which is still valid for future draws the Advance Play Ticket will be returned to the claimant in accordance with the Company's procedures.

(3) Prize Payment - Match 5 + Bonus Number and Event Draw Match 5 + Bonus Number

- (a) Match 5 + Bonus Number and Event Draw Match 5 + Bonus Number prizes may be claimed at any Prize Claim Centre Agent and at any Retail Sales Agent authorised to pay a Match 5 + Bonus Number and Event Draw Match 5 + Bonus Number prize. Individual prizes of €15,000 and above must be claimed at National Lottery Headquarters.
- (b) The Company, Prize Claim Centre Agent or Retail Sales Agent will retain the winning Ticket and pay the bearer the appropriate prize money, provided all the Ticket validation criteria and other requirements set out in these Rules have been satisfied.
- (c) If a prize is claimed on an Advance Play Ticket which is still valid for future draws the Advance Play Ticket will be returned to the claimant in accordance with the Company's procedures.

(4) Prize Payment - Match 6 and Event Draw Match 6

- (a) Match 6 and Event Draw Match 6 prizes are payable by cheque only at The National Lottery, Abbey Street Lower, Dublin 1.
- (b) Match 6 and Event Draw Match 6 prizes may be claimed by presenting a winning Ticket within the time limit on claims.
- (c) The Company will retain the winning Ticket and pay the bearer the appropriate prize money by cheque, provided all the Ticket validation criteria and other requirements set out in these Rules have been satisfied.
- (d) If an Advance Play Ticket is a Match 6 or Event Draw Match 6 prize winner and is still valid for future draws, the Advance Play Ticket will be returned to the Match 6 or Event Draw Match 6 winner, along with the prize cheque.

(5) **Prize Payment by Mail**

- (a) Match 3, Match 3 + Bonus Number, Match 4, Match 4 + Bonus Number, Match 5 and Match 5 + Bonus Number and Event Draw Match 3, Event Draw Match 3 + Bonus Number, Event Draw Match 4, Event Draw Match 4 + Bonus Number, Event Draw Match 5 and Event Draw Match 5 + Bonus Number prizes may also be claimed, at the claimant's risk, by posting the winning Ticket to The National Lottery, Abbey Street Lower, Dublin 1. The Ticket must be signed on the reverse side and the name and address of the claimant provided. If a Ticket is presented to the Company that does not have a name appearing on the reverse side of the Ticket, payment will be made to the person whose name appears on the claim form or other correspondence submitted with the Ticket.
- (b) The Company shall pay such claimants by cheque in accordance with the Company's procedures, provided that all the Ticket validation criteria also set out in these Rules have been satisfied.

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- (c) In the event that the Ticket does not pass the Company's validation tests, the claim shall be refused and the claimant advised accordingly of the refusal.
- (d) If a prize is paid on an Advance Play Ticket which is still valid for future draws, the Advance Play Ticket will be returned to the claimant with his/her prize cheque.

(6) **Proof of Identity**

- The Company for its purposes will recognise only one person as the owner of a (a) Ticket.
- (b) The Company and/or any prize paying Retail Sales Agent may, in its sole discretion, require proof to its satisfaction of the identity of the bearer of any Ticket, presented for payment or the identity of any person to whom it is intended to pay a prize under Rule 7 of these Rules.
- (c) The Company reserves the right to withhold payment of a prize until it is entirely satisfied as to the validity of any Ticket and the claimant's bona fides.
- (d) No right of any person to a prize won shall be assignable, except that payment of any prize won may be paid to the estate of a deceased prize winner, and except that any person pursuant to an appropriate court order may be paid according to said court order. The Company shall be discharged of all liability upon payment of a prize pursuant to this rule.
- (e) When a signature has been entered on the reverse side of the Ticket, the person whose signature appears there shall be the owner of the Ticket and shall be entitled to any prize payable in respect of the Ticket. Until such time as a signature is placed on the reverse side of a Ticket, a winning Ticket which has been sold shall be owned by the bearer of the Ticket.
- (f) If more than one signature appears on the reverse side of the Ticket, one of those persons whose signature appears thereon must be designated by mutual consent of the Ticket holders to receive payment. This may be done by indicating the name to which payment is to be made by an indication on the claim form and by the signature on the claim form or other appropriate document of all other persons whose signatures appear on the reverse side of the Ticket.
- (g) In the event that there is an inconsistency in the information submitted on the claim form and/or on the winning Ticket, or otherwise in respect of the claim or Ticket, The National Lottery may make an investigation and withhold all winnings which may be due to the Ticket owner until such time as the claimant satisfies the Company that he/she is the proper person to whom the prize should be paid.

(7) Payment of Prizes to Persons under 18 Years of Age

Whereas a person under 18 years of age may be the owner of a Ticket, payment of all prizes will be made to the parent or legal guardian unless otherwise expressly authorised by the Company.

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(8) Criminal Prosecution

Any person who forges, alters, attempts to alter, or presents a forged or altered Ticket with a view to obtaining a prize, or any other person who purchases a Ticket and is not entitled to do so, is liable to criminal prosecution.

8. GENERAL

- (a) The Company's decisions and judgements in respect to the determination of a winning Ticket or of any other dispute arising from the payment or awarding of prizes shall be final and binding upon all Players and any other person or persons concerned for any reason with these matters unless otherwise provided by law and these Rules. In the event that a dispute arises relative to the winning Ticket, a claim form, the payment, or the awarding of any prize, the Company may withhold payment of the prize winnings until a decision has been reached.
- (b) In the event that a dispute between the Company and the Ticket Owner occurs as to whether the Ticket is a winning Ticket, and if the Ticket prize is not paid, the Company may, solely at its option, replace the disputed Ticket with a Ticket of equivalent sales price from any current National Lottery game. This shall be the sole and exclusive remedy of the bearer of the Ticket (except as otherwise may be provided by Law, Rules, or Regulations).
- (c) The Company may amend, modify, or otherwise change these Rules and upon full compliance with law, said amendments, modifications or changes shall become as effective and applicable as if part of the original Rules.
- (d) In purchasing a Ticket, the Player agrees to comply with, and abide by, the law of the Republic of Ireland, the General Rules for National Lottery Games, these Game Rules and all procedures and instructions established by the Company for the conduct of the game.
- (e) The Company or any authorised Retail Sales Agent may refuse to sell Tickets to any person without giving reasons.
- (f) A code of practice governing relations between participants in National Lottery games and the National Lottery is available to download from the National Lottery's website www.lottery.ie.

9. LIMITATION OF LIABILITY

Neither the Company nor any Retail Sales Agent shall in any circumstances be liable for any loss, direct or consequential incurred by any Player, any bearer of a Ticket or any other person arising from the participation by any person in any Daily Million Game. In particular, but without prejudice to the generality of this rule, neither the Company nor any Retail Sales Agent shall be liable to any person:

- (i) for the failure of, or damage or destruction to the Company's Central Computer System and/or records, or
- (ii) for delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system, or

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- (iii) for the failure of telecommunications equipment, links and networks that are beyond our control, or
- (iv) for occasions when Player's access to the Game is interrupted, e.g. to allow maintenance, upgrades and emergency repairs to take place, or
- (v) for any other action or event which prevents or hinders the issue of a valid Ticket.

DECISIONS OF NATIONAL LOTTERY BINDING 10.

All decisions of the Company concerning any Daily Million Game, including decisions as to the validity of Tickets, the identity of the Ticket Owner, the determination of prize winners, the amount and category of prize money, the interpretation, application, meaning and effect of these Rules and the Company's procedures shall be final and binding on all Players, and any other person or persons concerned for any reason with these matters.

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