



GENERAL RAFFLE RULES

Issue 3

CONFIDENTIAL – LIMITED DISTRIBUTION

INTRODUCTION

The Minister for Finance has granted a licence to An Post National Lottery Company authorising it to conduct the National Lottery on the Minister's behalf, in accordance with the National Lottery Act 1986.

At Dublin, this 15th day of November, 2008.

PURSUANT to the National Lottery Act 1986.

An Post National Lottery Company,
with the approval of the Minister for Finance,
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 the National Lottery and the appropriate individual Raffle Game Rules.

1. These Rules may be referred to as the General Raffle Rules.
2. These Rules shall come into force on the 15th day of November, 2008

2. Definitions

In these Rules unless the context requires otherwise :

Act means the National Lottery Act 1986, as amended.

Central Computer System means the computer system used to operate On-Line Lottery games.

Contractors mean The National Lottery's On-Line Gaming Facilities Management Contractor (OGFMC) and its sub-contractors.

Draw or Drawing or Raffle Draw means the process which is used to randomly select a Winning Ticket for a given Raffle Game.

Draw Number means the three-digit number printed underneath the Unique Multiple-Digit Number on the Ticket that indicates the number of a particular Raffle Draw.

Draw Date means the date printed on the Ticket that indicates when a particular Raffle Draw takes place.

Lotto Agent means a person authorised to sell Instant and On-Line Game Tickets at specified location(s) under section 7 of the National Lottery Act 1986.

On-Line Game means a Lottery Game in which a Player purchases a Raffle Ticket through a Lotto Agent to enable entry to a Raffle Game.

Player means a person participating in a Raffle Game.

Raffle Game means a lottery game that is of limited duration, having pre-established and announced beginning and end sales and Draw Date. A limited number of Tickets each unique from all others, will be offered for the opportunity to win one of a number of predetermined and announced prizes.

Terminal means the On-Line computer hardware and software by which the Raffle Ticket is generated, entered and processed by a Lotto Agent.

The National Lottery means An Post National Lottery Company.

Ticket means a ticket with a Unique Multiple-Digit Number, Draw Number, Draw Date and other information as determined by The National Lottery from time to time entitling its owner to participate in a Raffle Game.

Unclaimed Prize means any award, financial or otherwise, as set out in these Rules for which exists physical, tangible evidence of eligibility but for which the prize remains unclaimed 90 days following the announced end of Game.

Unique Multiple-Digit Number means the multi-digit number printed on the Ticket to enable a Player's entry to the Raffle Draw. The Unique Multiple-Digit Number is issued in consecutive numerical sequence by the Central Computer System.

Winning Ticket means a Ticket with a computer-generated Unique Multiple-Digit Number corresponding to the Unique Multiple-Digit Number chosen in the Draw and with a Draw Number corresponding to the Draw in which the Unique Multiple Digit Number is chosen and subsequently validated by The National Lottery.

3. The Raffle Game

The Raffle Game is an event-based occasional On-Line Game which will commence on a date and at times to be decided by The National Lottery.

4. Player's Objective

The objective of a Player in a Raffle Game is to have his Unique Multi-Digit Number drawn as one of the Winning Tickets in a Raffle Draw to be held on a date to be decided by The National Lottery.

The National Lottery may, in its sole discretion, restrict or prohibit any person or persons from participation or further participation in any Raffle 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.

5. Notice of Raffle Draw

Prior to the commencement of the sale of Tickets for a Raffle Draw, The National Lottery will advertise in the national media and on The National Lottery's website, and in such other manner as The National Lottery may from time to time determine, a notice containing, at a minimum the following information about a particular Raffle Draw :

- (a) The name of the Raffle Draw
- (b) The purchase price of a Raffle Draw Ticket
- (c) The date after which sales of Tickets can be made.
- (d) The date after which sales of Tickets cannot be made.
- (e) The date and time for the selection of the Winning Tickets.
- (f) The number and description of prizes available to be awarded in that particular Raffle Draw.
- (g) Other information as deemed necessary by The National Lottery for the purposes of conducting the Draw.

6. Method of Play

(1) Cost of a Ticket

- (a) The Price of a Raffle Ticket will be as determined by The National Lottery from time to time.

(2) Entry into a Game

- (a) Each Raffle Ticket will have a Unique Multi-Digit Number, a 3-digit Draw Number and a Draw Date printed on it.
- (b) Players may not choose their own number.
- (c) The number of tickets to be sold for a Raffle Draw will be at the discretion of The National Lottery and will be publicly announced.
- (d) Only Tickets recorded by the Central Computer System are valid for participation in the Raffle Draw.
- (e) The National Lottery shall not in any circumstances be liable to a Player for any acts or omissions by a Lotto Agent.
- (f) The National Lottery, its Lotto Agents or Contractors shall not be responsible for lost or stolen Tickets.
- (g) A Ticket shall be the only valid basis for claiming a prize.
- (h) The National Lottery, its Lotto Agents or Contractors shall not be responsible for lost or stolen Tickets.
- (i) Only those Tickets which are valid for a particular Raffle Draw will be entered into the Raffle Draw.

(3) Cancellation of a Ticket

- (a) The cancellation facility will not be available for the Raffle Draw.
- (b) 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.
- (c) Neither the National Lottery nor its Contractors shall be responsible for any errors or omissions in respect of the issue of a Ticket or the information recorded on any ticket (whether details of Ticket number or otherwise whatsoever) or for any other defect in the Ticket.

(4) Sale of Tickets

- (a) To purchase a Ticket a Player shall request a Lotto Agent to issue a Ticket. The Ticket, at a minimum, will contain a Unique Multiple-Digit Number which will be the next sequential number available within the game range, a 3-digit Draw Number and a Draw Date.
- (b) Sales of Raffle Tickets will begin on a date specified by The National Lottery and will end in advance of a Draw, on a date specified by The National Lottery. Sales may end before the specified end date if the entire pool of tickets for a particular Draw is sold prior to the specified end date.

- (c) The Draw Date for a particular Draw may be extended at the discretion of The National Lottery if the entire pool of Tickets is not sold by the specified end of sales date.
- (d) Where the Draw Date moves, any Ticket purchased after the Draw Date is moved will have the new Draw Date printed on the Ticket.
- (e) No person or business other than a Lotto Agent under contract for the sale of Tickets with the National Lottery 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.
- (f) Tickets may not be sold at a location other than the location address listed on the Lotto Agent's contract with The National Lottery.
- (g) Nothing in this section shall be construed to prohibit The National Lottery from designating certain of its employees to sell Tickets direct to the public.
- (h) No Lotto Agent may sell a Ticket at a price per Ticket other than that set down by The National Lottery.
- (i) No Lotto Agent may receive compensation for the sale of Tickets other than that authorised and provided by The National Lottery.
- (j) No Ticket shall be purchased by, and no prize shall be paid to, any director, agent or employee of The National Lottery or any Contractor or subcontractor or, if the Contractor or subcontractor is a company, any director or employee of the Contractor or subcontractor involved in the operation of On-Line Games for The National Lottery or any other person prohibited by the National Lottery Act 1986.

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 National Lottery.

- (k) 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 Lotto 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.
- (l) No Lotto Agent may enter into any special agreement with a Player to sell Tickets outside the normal methods of selling a Ticket.

(5) Player Responsibility

- (a) A Raffle Ticket is a bearer document deemed to be owned by the person holding the ticket, except that if a name is contained on the back of the Ticket, the person so named will, for all purposes, be considered the owner of the Ticket.
- (b) The National Lottery, its Contractors and Lotto 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 or for any other defect in the Ticket.

- (c) It shall be the sole responsibility of the Player to verify the accuracy and condition of the data printed on the ticket, and that the date of the Draw is as required.
- (d) The National Lottery, its Contractors and Lotto Agents will not be responsible for lost or stolen Raffle Draw Tickets.

7. Drawings and Division of Prizes

(1) Procedure for Drawings

- (a) Drawings shall be conducted at times and places and pursuant to procedures determined by The National Lottery from time to time.

All drawings will be attended by the Draw Manager, Security Manager, or their designated substitutes, and an independent observer.

(2) Selection of Winning Tickets

- (a) Specialised electronic random number generator hardware, or other equipment as the National Lottery may from time to time determine, will be employed to select the Winning Tickets.
- (b) A Raffle Ticket can only win one prize in a particular Draw. Once a Winning Ticket has been drawn it is not eligible for any further prizes in that Draw and will be excluded thereafter from the Draw.
- (c) At the Raffle Draw there shall be randomly selected a Unique Multi-Digit Number.
- (d) The Winning Ticket Numbers will be provided to the media for dissemination to the public.
- (e) In the event of any Raffle Draw being declared invalid another Raffle Draw will be conducted to determine the Winning Ticket numbers.
- (f) In the event that any Raffle Draw is interrupted due to equipment failure or for any other reason, the Raffle Draw will be completed in accordance with The National Lottery's procedures.
- (g) Where there is significant interruption to the provision of a Raffle Draw the National Lottery reserves the right to defer a Raffle Draw.

(3) Results

- (a) The results of each Draw may be displayed by Lotto Agents in their premises as soon as practicable after a Raffle Draw, will be issued to the national media, will be published on The National Lottery's website and may also be published in such other manner as The National Lottery may from time to time determine.
- (b) The information displayed and disseminated will be :
 - (i) The Date of the Raffle Draw;
 - (ii) The Winning Ticket Numbers;
 - (iii) The amount payable to each prize winner in each prize category;

- (iv) Such other information as The National Lottery may from time to time determine.

(4) 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 8(2) of these Rules.
- (b) The surrender of a Ticket to The National Lottery or to a Lotto Agent and the receipt by the bearer of the Ticket of any prize money payable in respect of the Ticket shall be a good discharge to The National Lottery 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 National Lottery nor any Lotto 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 National Lottery prior to payment of the prize.

8. Payment of Prizes and Ticket Validation Requirements

(1) Payment of Prizes

- (a) Prizes in all prize divisions may be available for payment on the day following the Raffle Draw.

(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 National Lottery by a Lotto 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 information on file in the Central Computer System records. Only Tickets recorded by the Central Computer System will participate in the Raffle Draw.
- (d) Each number on the Ticket, whether a Unique Multi-Digit 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 National Lottery or a Lotto Agent.
- (f) The Ticket must not be counterfeit.
- (g) All information appearing on the Ticket must appear in the Central Computer System's computer record of Winning Tickets
- (h) The Ticket must pass all additional confidential validation tests and security criteria established by The National Lottery.
- (i) The National Lottery shall not in any circumstances be liable to a Player for any acts or omissions by Lotto Agents.

(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 8(2) of these Rules, that Ticket shall be deemed void and ineligible for a prize.
- (b) The National Lottery may solely at its option, replace an invalid ticket with a Ticket of equivalent sales price for any subsequent Raffle Draw.
- (c) Liability, if any, of The National Lottery is limited to replacement of Ticket or refund of the price of a Ticket at the National Lottery's absolute discretion.

9. Claiming a Prize

(1) Time Limit on Claims

- (a) All prizes must be claimed within 90 days from the date of the Raffle Draw. Any prize not claimed within the 90 day period in the manner specified in these Rules or any prize claim deemed ineligible, shall be forfeited and the unclaimed prize money shall be allocated to future National Lottery Games.
- (b) Where a Draw Date is moved, the new Draw date will be announced in the national media, will be published on The National Lottery's website and may also be published in such other manner as The National Lottery may from time to time determine. All prizes must be claimed within 90 days from the new Draw Date. Any prize not claimed within the 90 day period in the manner specified in these Rules shall be forfeited and the unclaimed prize money shall be allocated to future National Lottery Games.
- (c) 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 prizes may be redeemed at National Lottery Headquarters.

(2) Prize Payment of Prizes within the range of €500 - €10,000 inclusive

- (a) Prizes within the range of €500 - €10,000 inclusive may be claimed at National Lottery Headquarters, Abbey Street Lower, Dublin 1, any Prize Claim Centre (selected An Post Company Offices) and at any Lotto Agent authorised to pay up to €10,000.
- (b) The National Lottery Company, Prize Claim Centre (selected An Post Company Office) or authorised Lotto 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.

(3) Prize Payment of Prizes exceeding €10,000 and up to and including €1,000,000

- (a) Individual prizes exceeding €10,000 must be claimed and are payable by cheque only at National Lottery Headquarters, Abbey Street Lower, Dublin 1.
- (b) Prizes up to and including €1,000,000 may be claimed by presenting a winning Ticket at National Lottery Headquarters, Abbey Street Lower, Dublin 1 within the time limit on claims.

- (c) The National Lottery 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.

(4) Prize Payment by Mail

- (a) Prizes up to and including €10,000 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.
- (b) If a Ticket is presented to The National Lottery 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.
- (c) The National Lottery shall pay such claimants by cheque in accordance with The National Lottery's procedures, provided that all the Ticket validation criteria also set out in these Rules have been satisfied.
- (d) In the event that the Ticket does not pass The National Lottery's validation tests, the claim shall be refused and the claimant advised accordingly of the refusal.

(5) Proof of Identity

- (a) The National Lottery for its purposes will recognise only one person as the owner of a Ticket.
- (b) The National Lottery and/or any prize paying Lotto 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 9 of these Rules.
- (c) The National Lottery 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 National Lottery 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 National Lottery that he/she is the proper person to whom the prize should be paid.

(6) Payment of prizes to persons under 18 years of age

- (a) 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 National Lottery.

(7) Criminal Prosecution

- (a) 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.

10. General

- (a) The National Lottery'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 National Lottery may withhold payment of the prize winnings until a decision has been reached.
- (b) In the event that a dispute between The National Lottery and the Ticket bearer occurs as to whether the Ticket is a winning Ticket, and if the prize claimed by the Ticket bearer is not paid, The National Lottery 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 National Lottery 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 The National Lottery, these Game Rules and all procedures and instructions established by The National Lottery for the conduct of the game.
- (e) The National Lottery or any authorised Lotto Agent may refuse to sell Tickets to any person without giving reasons.
- (f) Where the context so requires, in these game rules, the neuter 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.

11. Limitation of Liability.

Neither The National Lottery nor any Lotto 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 Raffle Draw Game. In particular, but without prejudice to the generality of this rule, neither The National Lottery nor any Lotto Agent shall be liable to any person:

- (i) for the failure of, or damage or destruction to The National Lottery 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
- (iii) for any other action or event which prevents or hinders the issue of a valid ticket.

12. Decisions of National Lottery Binding

All decisions of The National Lottery concerning any Raffle Game or any Raffle Draw, including decisions as to the validity of Tickets, the identity of the bearer of any Ticket, the determination of prize winners, the amount and category of prize money, the interpretation, application, meaning and effect of these rules and The National Lottery's procedures shall be final and binding on all Players, and any other person or persons concerned for any reason with these matters.