

## Participants' Code of Practice

## **Participants' Code of Practice**

## 1. Purpose

To establish a code of practice governing relations and standards of behaviour between Participants in the National Lottery and the Company, the operator of the National Lottery.

## 2. Definitions

In this Code of Practice unless the context requires otherwise, capitalised words or expressions shall have the same meanings as in the Licence and the following expressions shall have the meanings given below:

Account means an account maintained by a Player on the Interactive Channels;

**Account Terms** means the Account Terms and Conditions available on the Website and the National Lottery App that apply to Accounts;

**Act** means the National Lottery Act 2013 as may be amended or replaced from time to time including any regulation made thereunder;

**Authorisation** means the Retail Sales Agent Authorisation entered into by the Company and each of its Retailers under which each Retailer is authorised to sell Tickets on the Company's behalf;

Central Gaming System has the meaning provided under the Act;

**Claim Form** means a document to be completed by a person claiming a Prize in accordance with the payment arrangements as set out in the Game Rules the contents of which may be varied by the Company from time to time;

**Code of Practice** means this Code of Practice which is a code of practice under the Licence granted to the Company published in accordance with *section* 28(1) of the Act;

Company means Premier Lotteries Ireland DAC;

**Data Privacy Statement** means the policy established by the Company in respect of the use and storage of a Participant's personal information (as amended from time to time);

**Draw** includes any arrangement for determining on one occasion, the Tickets on which prizes have been won in a Game;

**Draw-Based Game** means a Game, the results of which are determined by a Draw and in which a Selection(s) is/are recorded on the Central Gaming System;

**Expired Unclaimed Prizes** means any prize not claimed within the time frame and in the manner specified in the relevant Game Rules;

**Game or Games** means any lottery game run by the Company which forms part of the National Lottery;

Game End Date means the last date that a Ticket may be sold;

Game Rules means the General Game Rules and the Specific Game Rules;

**General Game Rules** means the General Rules for Games which govern and are to be read in conjunction with the Specific Rules. In the event of any conflict between the General Rules and the Specific Rules, the game rules which shall prevail will be those as set out within the relevant set of game rules;

**Identification Information** means any information required by the Company to verify the identity of a Participant including, but not limited to, a copy of a passport or a driving licence;

**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;

**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 Participant has won a Prize and the level of any such Prize;

Ireland\_means Ireland excluding Northern Ireland;

**Licence** means the licence granted by the Regulator to the Company pursuant to which the Company is authorised to operate the National Lottery;

Lottery Headquarters means the principal administrative offices of the Company;

National Lottery has the meaning provided under the Act;

**National Lottery App** means the National Lottery software application which enables a Participant to access the Website to play Interactive Instant Win Games via supported mobile devices;

**Participant** means in relation to a Game, a person who is the owner of a valid Ticket for that Game;

**Play** means, in relation to any Interactive Instant Win Game, any interaction by a Participant 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;

**Prize** means a prize won by a Participant from a Game and which has been validated on the Central Gaming System and is in accordance with the relevant Game Rules;

**Quick Pick** means a Play(s)/Selection(s) consisting of a set of different numbers, which instead of being selected by a Participant, is/are selected on a random basis by the Central Gaming System;

Regulator has the meaning provided under the Act;

**Retailer** means any person whom the Company has authorised in writing, or entered into an agreement with, to sell Tickets from a Retail Outlet;

**Retail Outlet** means any premises where Tickets are sold to Participants who attend personally at the premises;

**Retail Sales Agent Compliance Policy** means the policy used where the Company has reason to believe, on the basis of sufficient evidence, that a Retailer has or may have been in breach of any of its obligations under the Authorisation, the Act or the Licence;

**Scratch Card Game** means a Game which is played by revealing a hidden area on a Ticket, to display play symbols;

**Selection or Selections** mean(s) the set of numbers chosen by a Participant (whether chosen by himself or *via* Quick Pick) for the purpose of making a play or plays in a Draw-Based Game;

**Specific Game Rules** means any rules or conditions issued by the Company in relation to a Game including, without limitation, the Game Rules for Draw-Based Games, Game Rules for Draw-Based Games Played Interactively, Interactive Instant Win Game Specific Rules, Scratchcard Game Specific Rules and the Account Terms;

**Ticket** means a ticket entitling its owner to participate in the National Lottery including a ticket sold by way of Interactive Channels on the Website;

**Wallet** means an online account created by a Participant and credited with funds from a registered payment card in order to play Games, which may hold prize money and is accessible via the Website;

**Website** means the National Lottery website, which is accessible through URL www.lottery.ie or via the National Lottery App; and

**Winning Ticket** means a Ticket the owner of which is entitled to a Prize.

## 3. Standards for dealing with Participants

The Company shall ensure in its dealings with Participants that:

- The interests of all Participants are protected;
- No Game shall encourage problem or excessive play;
- Participants are encouraged to play within their means;
- In accordance with Section 42(6) of the Act, Tickets are not sold or offered for sale to or validated for persons under the age of 18;
- No unsolicited telephone calls, emails or other forms of direct or personal communications shall be made with a view to encouraging the purchase of Tickets without prior written approval of the Regulator, save to those Participants who already registered on the Company's Interactive Channels, in which case, only those Participants who have opted in to receive personal communications shall be contacted; and
- Information about responsible gaming shall be available for all Participants.

The Company or any Retailer, in its dealings with Participants shall not:

- be engaged or involved in any manner or capacity in the use, provision or promotion of any premium charge telephone numbers or lines for any purpose connected with the National Lottery; and
- lend money or advance credit to any person for the purpose (or which it has reason to believe may be used for the purpose) of making any payment for a Ticket.

The Retailer must:

• issue receipts to Participants in respect of winning and non-winning Tickets.

### 4. Provision of information on the rules for each Game

Participants can access the Game Rules as follows:

#### **Draw-Based Games**

The Game Rules (including associated raffle games) are available to download from the Website.

Should the Game Rules not be available at a Retail Outlet, Retailers are trained to direct Participants to the Game Rules at the Website.

In addition, the Game Rules are available on request in person from, or by written request to, Lottery Headquarters at the National Lottery, Abbey Street Lower, Dublin 1 or by telephone to the Customer Support team at 01-8891000.

#### Scratch Card Games

The Game Rules are available to download from the Website.

Should the Game Rules not be available at a Retail Outlet, Retailers are trained to direct Participants to the Game Rules at the Website.

In addition, the Game Rules are available on request in person from, or by written request to, Lottery Headquarters at the National Lottery, Abbey Street Lower, Dublin 1 or by telephone to the Customer Support team at 01-8891000.

#### **Interactive Instant Win Games**

"*Play Now*" refers to any Game that is played over the Interactive Facilities. Once a Participant has satisfied the necessary registration requirements, a Wallet is opened in their name.

Only persons aged 18 years or over may have a Wallet. The Company reserves the right to request age verification through official photographic identification (driving licence or passport or any other form of identification as requested by the Company).

Participants who do not provide official age verification material on request will have their online account suspended.

The Game Rules are available to download from the Website.

Should the Game Rules not be available at a Retail Outlet, Retailers are trained to direct Participants to the Game Rules at the Website.

In addition, the Game Rules are available on request in person from, or by written request to, Lottery Headquarters at the National Lottery, Abbey Street Lower, Dublin 1 or by telephone to the Customer Support team at 01-8891000.

In addition, a copy of the Account Terms and the Data Privacy Statement are available to download from the Website or are available on request in person from, or by written request to, Lottery Headquarters at the National Lottery, Abbey Street Lower, Dublin 1 or by telephone to the Customer Support team at 01-8891000.

### 5. Ways to check if a Participant has won a Prize

#### **Draw-Based Games**

Lotto and Lotto Plus Draws are broadcast live on RTÉ television and online on RTÉ Player. After each televised Draw, the Website is updated and the results are made available to all national print and broadcast media within one hour and to all local and regional radio and print newsdesks within 12 hours.

EuroMillions and EuroMillions Plus results and Daily Million and Daily Million Plus and Telly Bingo results are disseminated by Company personnel to local, regional and national media outlets, including radio stations, TV networks, print media and online publications. Recording of the TellyBingo Draw is additionally uploaded by the Company to the National Lottery YouTube channel. Draw results for all Draw-Based Games are made available on the Website after each Draw.

Draw results for all Draw-Based Games are also available from Retailers on the morning following a Draw. Participants can request a Draw results sheet, which can be printed down from any Retailer's terminal and which is also available online, and through the National Lottery App.

Draw-Based Game Tickets can be verified by any Retailer on any National Lottery terminal to check if a Ticket is a winner. Alternatively, Participants can check their own Ticket on the National Lottery App or, in many instances, on a Ticket checker machine where available at a Retail Outlet. A Ticket checker is also available on the National Lottery App.

#### Scratch Cards

Participants will know instantly if they have won a Prize(s) on a Scratch Card Game. Details on how to win are printed on each scratch card. If, following a win on a scratch card, a Participant is drawn to appear on a TV game show, a member of the Company's Public Relations Team will contact the Participant and explain the process for verifying their age and identity.

#### **Interactive Instant Win Games**

When playing Interactive Instant Win Games, a message will appear on screen to display whether a Prize has been won. At the end of an Interactive Instant Win Game play, the Participant's cash balance is displayed on the upper part of the screen and will reflect the results of the latest Play.

#### **Draw-Based Games Played Online**

When playing Draw-Based Games *via* the Interactive Channels, a Participant completes the online playslip and their Ticket will be entered into the Draw or Draws selected. If the Ticket is a winner an email alert is sent to the Participant after the Draw takes place, advising them to check their Account. When the Participant logs into their account, a notification will be displayed informing them of their winnings.

## 6. The method of claiming Prizes

Prizes for all Draw-Based Games and Scratch Card Games purchased at a Retail Outlet can be claimed in person within the prize claim period of 90 days, subject to the following prize validation thresholds:

| Amount            | Location                      |
|-------------------|-------------------------------|
| €1 - €100         | All Retailers (Mandatory)     |
| €101 - €2,500     | All Retailers (Optional)      |
| €1 - €14,999      | Prize Claim Centres*          |
| €15,000 and above | National Lottery Headquarters |
| All Prize amounts | National Lottery Headquarters |

\*A list of Prize Claim Centres can be found on the Website at www.lottery.ie https://www.lottery.ie/useful-info/how-to-claim

Where applicable, Prizes can also be claimed by posting the Ticket (signed on the back, and at the claimant's sole risk) to The National Lottery, Abbey Street Lower, Dublin 1, to be received prior to the expiry of the validation period for that Ticket.

Prizes in excess of  $\leq 15,000$  must be claimed in person at Lottery Headquarters, or, following confirmation from the National Lottery Claims Team, by post. If the claim is made by post, the Ticket, completed Claim Form and all other required documentation may be posted to Lottery Headquarters by the claimant at the claimant's sole risk. If valid, claims will be paid by cheque. A claimant is also permitted to submit a claim form to the National Lottery Claims Team by email together with their ID and a picture of the front and back of the Ticket. The National Lottery Claims Team will then compare the Ticket details to what was recorded on the jackpot winner contact sheet and establish that the correct Ticket owner(s) and details have been provided. The National Lottery Claims Team will then contact the winner(s) and advise them that the soft copy documentation is valid and direct them to proceed with the formal claim by sending the physical Ticket, completed claim form and copy of photo ID to the National Lottery Claims Department by post (registered post will be advised). Syndicate winners will also have to send the completed Declaration Form(s) as proof that all members are deemed to be part owners of a Winning Ticket. If valid, claims will then be paid by cheque stamped "Account Payee Only".

All Participants must be 18 years or over. The Company and/or its Retailers operate a "*Think 21*" practice and will request age verification through photo identification (for example, driving licence, passport, Garda Age Card or public service card) for Participants who appear under the age of 21 at the time a Prize is claimed.

#### **Draw-Based Games**

The Company will conduct a Draw(s) to determine the winning combination(s) in accordance with the Game Rules. Each Ticket owner whose valid Ticket includes a winning combination can claim the Prize by presenting the relevant Ticket (subject to the prize payment thresholds listed above), within the specified time period, at any Retail Outlet, Prize Claim Centre or at Lottery Headquarters. The prize categories for each Draw-Based Game are detailed in the Game Rules and in the 'How to Play' leaflets available on the Website and at Lottery Headquarters.

#### **Draw-Based Games - Time Limits**

All Prizes must be claimed within 90 days from the Draw date. Any Prize not claimed within the 90\_day period shall be forfeited and the prize money shall be allocated to the Expired Unclaimed Prizes fund. In the case of a prize claimed by post, the relevant Ticket must be received at Lottery Headquarters within the time limit for such claims.

In accordance with the Licence, Expired Unclaimed Prizes shall be used solely for the promotion of the National Lottery.

#### Scratch Card Games

Each Ticket bearer whose valid Ticket includes a winning combination can claim the Prize by presenting the Ticket (subject to prize payment thresholds listed on the previous page), within the specified time period, at any Retail Outlet, Prize Claim Centre or at Lottery Headquarters.

#### **Scratch Card Games - Time Limits**

All Prizes must be claimed within 90 days of the relevant Game End Date. The Company shall publish Game End Date announcements, which will include the final date by which all Prizes must be claimed, on the Website.

#### **Interactive Instant Win Games**

Prizes from €1 to €99 will automatically be transferred to the Wallet.

Prizes from €100 to €500 will be paid electronically to the Payment Card registered to the Account or by cheque made out to the name registered to the Participant, stamped "Account Payee Only" and will automatically be sent by post to the registered address specified in the Account. Payment will be made and posted within five working days.

If the Prize is between  $\leq 501$  and  $\leq 9,999$ , a member of the Company's Claims Team will contact the Participant in order to verify his/her age and identification details. Upon receipt of a completed Claim Form and the Participant's Identification Information (if not previously provided), a cheque will be made out to the name registered to the Participant, stamped, "Account Payee Only" and will be sent by post to the registered address specified in the Account. Payment will be made and posted within five working days.

Prizes of  $\leq 10,000$  or above must be claimed in person at Lottery Headquarters, or, following confirmation from the National Lottery Claims Team, by post within the prize claim period of 90 days. This process involves a claimant submitting a Claim Form to the National Lottery Claims Team by email together with all other relevant documentation including Identification Information. The National Lottery Claims Team will then compare the details to what was recorded on the jackpot winner contact sheet and establish that the correct owner(s) and details have been provided. The National Lottery Claims Team will then contact the winner(s) and advise them that the soft copy documentation is valid and direct them to proceed with the formal claim by sending the completed physical documentation to the National Lottery Claims Department by post (registered post will be advised). Syndicate winners will also have to send the completed Declaration Form(s) as proof that all members are deemed to be part owners of a Winning Ticket. If valid, claims will then be paid by cheque stamped "Account Payee Only".

The Company may, where agreed within the Regulator, pay Prizes by cheque, electronically and/or by any other method that it may introduce approve from time to time.

# 7. Procedure to protect the identity of a Person who has won a prize in a Game

The Company at all times respects the wishes of every prize winner in relation to being a 'public' or 'private' winner.

For top tier prizes or jackpot wins up to and including  $\leq 1,000,000$  the location of the Retail Outlet where a winning jackpot Ticket has been sold is released to the media after each jackpot Draw. For top tier prizes and jackpot wins above  $\leq 1,000,000$  the Retail Outlet is not revealed for up to 48 hours after the Draw. To further protect the winner's identity, The Company does not release information indicating the time that a Winning Ticket was sold by a Retailer.

Further, no action will be taken by the Company which might reasonably lead to the identity of a prize winner being disclosed, without his or her written consent or as otherwise required by law or legally binding regulatory, administrative, governmental or other requirement.

The Company requires that its Retailers and their staff/employees do not make any public comment which may disclose to any person (other than the Company) the identity of any prize winner or any person who the Retailer is aware is entitled to a share in a Prize or any information whereby the identity of the prize winner can be ascertained. Failure to adhere to this will be deemed a breach of the Authorisation. Repeated breaches may lead to a termination of that Authorisation.

## 8. Prohibition on giving any inducements to prize winners to agree to the disclosure of their identity

No inducement of any sort shall be offered to prize winners to secure their agreement to the disclosure of their identity.

# 9. Reasonable steps to maintain the dignity of prize winners who have agreed to the disclosure of their identity

The Company will only release the identity of a winner after he/she has consented in writing to have his/her identity revealed.

No inducement of any sort is offered to prize winners to speak publicly when they have consented to the disclosure of their identity.

When a winner decides to speak publicly about their win, the Company's Public Relations Team manages the press conference and advises each winner on what to expect from the media, and the subsequent media process. All requests for photographs or interviews with the winner that come *via* the Company's Public Relations Team will be conducted with the consent of the winner, with the aim to ensure all public or media interactions are performed in a dignified manner.

Where a winner is considered a vulnerable person, the Company will liaise with the winner and his/her immediate family/guardian/carer to identify and ensure the most suitable arrangements are put in place in order for the winner to experience their win in safe and protected surroundings.

# **10.**The provision of advisory/counselling services (other than financial advice) free of charge to winners

For all winners of jackpot prizes (i.e., prizes of  $\in 1$  million or more), counselling services are offered.

The Company will provide all jackpot winners with an advice booklet and winners will be shown a DVD covering the following topics:

- Getting used to your win;
- Choosing your advisors;
- Money dos and don'ts;
- Legal and financial;
- How does it feel to win the Lottery?; and
- Making a difference.

### **11.**Resolution procedures for invalid/disputed prize claims

The Company's decisions in respect of 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 Participants, unless otherwise provided for by law and/or the Game Rules.

#### Procedures to be followed in the event of invalid or disputed claims.

In the event that a dispute arises about a Winning Ticket, a claim form or the payment or awarding of any prize, the Company may withhold payment of the prize until a decision has been reached. Participant's control, the Company will investigate the circumstances in question on a caseby-case basis and will make a determination giving consideration to all material facts.

All disputes are investigated on a case-by-case basis by the Company. The format of any investigation will depend on the individual circumstances of the claim.

There may be situations where a winner cannot attend Lottery Headquarters to claim their prize. When this situation arises, the following procedure must be followed before the prize claim will be processed:

- The winner must contact the Company's Claims Team and inform them of any reason why they are unable to attend. They must also provide the name of the person collecting the Prize on their behalf;
- The winner must sign the back of the Winning Ticket;
- The winner must provide a letter of authorisation for the person collecting the Prize on their behalf;
- The authorised person must present at Lottery Headquarters with the letter of authorisation and photographic identification of both themselves and the winner; and
- The authorised person must complete the winner's details on the Claim Form and sign the cheque on the winner's behalf.

In all such cases, the cheque will be made out to the owner, the person who has signed the back of the Ticket.

#### **Participant Queries and Complaints**

The Company strives for excellence in all its undertakings. It wants to be trusted by the public and wants its Participants to have confidence in it.

The Company is committed to being responsive to Participant questions and complaints.

This Code of Practice is available on the Website and at Retail Outlets on request. In the event this Code of Practice is not available at a Retail Outlet, Retailers are trained to direct Participants to the Website

The Company provides a number of avenues by which Participants can have their questions answered or their complaints responded to. The Customer Support team will attempt at all times to offer a responsive, efficient and courteous service. Customer Support can be contacted through the 'Contact us' link on the Website, by telephone at 01-8891000 from 8:00am to 9:00pm Monday to Sunday, by email at support@lottery.ie or by calling in person to Lottery Headquarters, Abbey Street Lower, Dublin 1 during business hours.

#### **Dispute resolution**

The Company's decisions shall be final and binding in the event of any controversy or confusion in the interpretation and application of the Game Rules or of any other procedure employed by it.

In purchasing a Ticket, a Participant agrees to comply with and abide by the laws of Ireland, the relevant Game Rules and all procedures and instructions established by the Company for the conduct of the Game.

Where a Participant is not satisfied with the decision of the Company they must notify the Company of this in writing. He/she has the right to conduct litigation through the Irish courts or, where the relevant Game Rules so provide, refer their dispute to alternative dispute resolution.

#### **Procedures for lodging a complaint**

Each telephone call, letter received (including faxes), and email received is logged and responded to as it arises.

The Customer Support team will investigate complaints and provide a written or telephone response to the customer, as required.

It is the policy of the Company that, when possible, each complaint or enquiry is resolved by the first Customer Support agent. The Customer Support agent may, where appropriate, refer a Participant to a manager or another officer with specialist knowledge to expedite resolution.

The Company will action complaints in line with the following performance standards:

- 85% of complaints responded to in 2 working days
- 100% of complaints responded to in 5 working days
- 95% of complaints to be closed within 10 working days
- Complaints not resolved within 10 working days, the player will be contacted and advised of the next steps.

There are various options to register a complaint:

- 1. Email at **support@lottery.ie**;
- Call the Customer Support team on 01-8891000 (08:00 to 21:00, Monday to Sunday);
- 3. Submit a query on the Website; or
- 4. Write at:

Customer Support National Lottery Abbey Street Lower Dublin 1

#### THE REGULATOR

Participants or any members of the public whether as Participants in any Game or not, may also contact the Regulator if they wish to make a complaint. The Regulator is independent in the performance of its duties while also regulating the operation by the Company of the National Lottery. The Regulator may be contacted at the below address:

The Office of the Regulator of the National Lottery Block D Irish Life Centre Abbey Street Lower Dublin 1

Telephone: 01 872 7932 Email: info@rnl.ie

## **12.Commitment to Social Responsibility and Preventing Problem** Gaming

The Company is committed to operating the National Lottery in a socially responsible way. Our aim is to provide exciting and engaging Games that bring fun and entertainment to everyone, while ensuring that Participants play responsibly and within their means.

Some of the ways we work to ensure that Games do not encourage excessive or underage play include:

- All new Games are subject to a "*Responsible Gaming Assessment*" to ensure that they are consistent with the requirements of the Company's Responsible Gaming and Player Protection policies;
- All Game Rules specify that a Participant must be over 18 years. The Game Rules and the Account Terms also clearly specify that no Prize will be paid to a minor;
- Once a Game has been designed, the Company ensures that its advertising strategies do not target persons under 18 years of age or those on low income or present winning in a way that is seen to be a way out of financial difficulties or as an alternative to work, and that all National Lottery advertising complies with its Advertising & Promotion Code of Practice;
- The marketing and advertising of all Games must also comply with the requirements of the Advertising Standards Authority for Ireland, which is committed to promoting and enforcing the highest standards in advertising, promotional marketing and direct marketing, in all Participants' interest;
- A programme of responsible play awareness training is provided for employees. The Company also communicates on a regular basis with its Retailers, highlighting the importance of responsible play, and provide responsible play training *via* the Retailer portal;
- The Website also offers practical guidance for Participants who are concerned that gaming may be playing too large a part in their lives or the life of someone close to them. A "*Responsible Play*" page is provided on the Website and contains information about playing responsibly as well as resources available to vulnerable Participants;
- The Company recognises that for a minority of people, playing within their means can be difficult.
- The Company will provide assistance to the Regulator relative to counselling services relating to compulsive, addictive or excessive play.
- People who need to talk to someone about problem gambling are directed on the Website to contact 1800 446 677 for free, independent and professional help and advice. Players are also directed to; <u>www.problemgamblingireland.ie</u> (telephone 089 241 5401), or www.gamblersanonymous.ie (telephone Gamblers Anonymous Dublin on (01) 8721133, Cork 087-2859552, Galway 0863494450,Tipperary 085-7831045 or Waterford 087-1850294). Players can alternatively access www.responsibleplay.ie. Players may also be directed by these gambling support organisations to contact their doctor/GP.

## **13.Review of Code of Practice**

This Code of Practice will be reviewed on an annual basis.

#### **Contact Details**

Premier Lotteries Ireland DAC National Lottery Abbey Street Lower Dublin 1

**Ph:** 01 8891000

Email: support@lottery.ie Web: www.lottery.ie

Date: This Code of Practice shall apply with effect from 9 October 2023