

EUROMILLIONS (INCORPORATING IRELAND ONLY RAFFLE) RULES ISSUE 4

INTRODUCTION

The Minister for Public Expenditure and Reform has granted a licence to Premier Lotteries Ireland Designated Activity Company 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 DAC, 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. The Rules for Draw-Based Games Played Interactively apply to Tickets purchased through the Interactive System (as described in those Rules) and should also be read in conjunction with these Rules (see www.lottery.ie).

- 1. These Rules may be referred to as the EuroMillions (incorporating Ireland Only Raffle) Game Rules 2023.
- These Rules will apply to all Tickets purchased for the draw to be held on 6th October 2023 and subsequent draws. Tickets purchased for draws up to and including the draw immediately preceding the 6th October 2023 will conform to Issue 3 June 2020 of the EuroMillions Game Rules (Incorporating Ireland Only Raffle).

Transitional provision

If on the Draw which takes place on 31^{st} January 2020 the valid Flow-down Cap on that date of $\leq 190,000,000.00$ (one hundred and ninety million euro) has been reached then the new Flow-down Cap, as defined, will not be applied until the Jackpot Prize category has been dispersed subject to section 7.5 b (ii) and a new EuroMillions roll series has commenced.

2. **DEFINITIONS**

In these Rules unless the context requires otherwise:

Act means the National Lottery Act 2013.

Advance Play means a facility to play EuroMillions for 2, 4, 6 or 8 draws in advance with the purchase of one ticket.

Cancelled Draw means:

- i) any draw which does not take place; or
- ii) any draw which takes place but in respect of which:
 - a. the Playing Public cannot take part by reason of the expiry, suspension or revocation of the Company's licence; or
 - b. the participation of the Playing Public is suspended under Section 11.

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

Common Prize Fund means 50 per cent of Gross Revenue for each Draw in a EuroMillions Game.

Company means Premier Lotteries Ireland Designated Activity Company.

Contractors mean the National Lottery's gaming systems contractor(s) and its (their) sub-contractors and any third party contractors engaged by the National Lottery to provide goods or services in respect of the Website and/or Mobile App.

Co-Promoter means a body or organisation established in a territory outside the Territory which is licensed, authorised or otherwise permitted by the relevant authority to operate and promote a lottery forming part of the EuroMillions Game in a territory outside the Territory but within the European Economic Area or Switzerland.

Draw means the process which culminates in the selection on a random basis and in accordance with Draw Procedures of a set of Winning Numbers for all lotteries which form the EuroMillions Game but excluding the Ireland Only Raffle Draw.

Draw-Based Game means a 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 date(s) by use of a Terminal, or opts for a Quick Pick selection.

Draw Procedures means the draw procedures to which any Draw shall be subject as determined by SLE from time to time.

EuroMillions Game means the EuroMillions Game as referred to in Section 3.

EuroMillions Raffle means the EuroMillions Raffle as referred to in Section 7.9.

Flow-down Cap means an amount agreed by the Lottery Operators, acting in accordance with the constitution of SLE, from time to time (which at the date of first publication of these Rules is set at $\leq 200,000,000.00$ (two hundred million euro)) with the consent of the Regulator and which will be implemented in the manner described in Section 7.5 b)(ii). The Flow-down Cap will not exceed a maximum amount of $\leq 250,000,000.00$ (two hundred and fifty million euro) as described in Section 7.5 b)(ii).

Gross Revenue means:

- i) in relation to any EuroMillions Game, the net receipts (i.e. sales less cancellations) for that EuroMillions Game; and
- ii) in relation to any Ireland Only Raffle, the net receipts (i.e. sales less cancellations) for that Ireland Only Raffle.

Interactive System means the system (accessible via the Website and/or Mobile App) established or operated by the National Lottery for the purpose of registering Players, administering Player Accounts, facilitating Plays, holding Games-related information and paying Prizes.

Ireland Only Raffle Draw means the process which conforms to draw procedures determined by the National Lottery from time to time and is used to randomly select a Winning Ireland Only Raffle Number(s) for a given Ireland Only Raffle Draw.

Ireland Only Raffle Entry Number means the selections of alpha-numeric characters printed on the Ticket to enable a Player's entry to the Ireland Only Raffle Draw and, where applicable, the EuroMillions Raffle.

Ireland Only Raffle means a game available to play in the Republic of Ireland only and which must be played in conjunction with EuroMillions. The rules for Ireland Only Raffle are set out in Section 8.

Ireland Only Raffle Fund means 50% of Gross Revenue for any Ireland Only Raffle. The Ireland Only Raffle Fund will be utilised to fund all prizes in the Ireland Only Raffle. Any unutilised monies in the Ireland Only Raffle Fund following the payment of prizes for that Ireland Only Raffle Draw will be retained in a reserve fund and may be utilised as required to fund prizes in any Ireland Only Raffle or to fund any promotional prizes for a particular Ireland Only Raffle as announced from time to time.

Irish Game means a lottery called "EuroMillions", which is licensed to the Company and operated by the Company in the Territory.

Jackpot Category means the Match 5 and 2 Lucky Stars Prize Category in the EuroMillions Game as described in Section 7.3 a).

Jackpot Pool means the prize pool fund available to potential winners of the EuroMillions Game at the Match 5 and 2 Lucky Stars Prize Category as more particularly described in Section 7.4 e).

Jackpot Winner means a winning Play at the Jackpot Category in the Irish Game.

Licence means the Licence granted to the Company to operate 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.

Lottery Operator means each lottery operator which operates the EuroMillions Game in its territory.

Lottery Operators' Agreement or **LOA** means the agreement between the Company, its Co-Promoters and SLE which provides for the operation and management of the EuroMillions Game, as the same may be amended from time to time.

Lucky Star Numbers means the two numbers randomly selected as part of a Draw from the numbers one to twelve inclusive.

Main Numbers means the five numbers randomly selected as part of a Draw from the numbers one to fifty inclusive.

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

Panel means that area of a Playslip which contains the two sets of numbers from which a Player may make a selection to enter the EuroMillions Game.

Pari-mutuel means that a Prize Pool will be shared equally among all of the winners in each prize category.

Play means the five Main Numbers from one to fifty inclusive and the two Lucky Star numbers from one to twelve 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 EuroMillions Game.

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

Playing Public means members of the public who are eligible to purchase Tickets within the Territory.

Prize means a prize won by a Player in the EuroMillions Game or Ireland Only Raffle.

Prize Category(ies) means the Prize Category(ies) set out in Section 7.3.

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 EuroMillions Game.

Prize Seeding Fund means the fund described in Section 7.6.

Quick Pick means a play consisting of one set of seven numbers (being five numbers from the Select Five Section and two numbers from the Select Two Section) which, instead of being selected by a Player, have been selected on a random basis by the National Lottery's computer system on behalf of that Player.

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 and/or to pay Prizes in the Territory in respect of Valid Winning Tickets.

Rules means the National Lottery Rules as published by the Company and in force from time to time.

Select Five Section means that section of a Panel which contains the numbers one to fifty inclusive only.

Select Two Section means that section of a Panel which contains the numbers one to twelve inclusive only.

Selection means a selection of one set of seven numbers chosen by a Player within one Panel (being five numbers from the Select Five Section and two numbers from the Select Two Section) and recorded on a Ticket and includes a "Quick Pick" Play recorded on a Ticket issued in accordance with the Rules.

SLE means Services Aux Loteries En Europe, a société cooperative à responsibilité limitée incorporated in Belgium for the purposes of coordinating and organising the implementation and operation of the EuroMillions Game.

Super Draw means a Draw which is designated from time to time by the Lottery Operators, acting in accordance with the constitution of SLE, as a Draw in which there will be an announced minimum Jackpot Category (Match 5 and 2 Lucky Stars) prize amount and if there is no winner of a Jackpot Category (Match 5 and 2 Lucky Stars) prize in that Draw, the total prize money allocated to that prize tier will be allocated to the next lower prize tier where there is at least one winner for that Draw.

Super Minimum Jackpot Guarantee Draw means a Draw which is designated from time to time by the Lottery Operators, acting in accordance with the constitution of SLE, as a Draw in which there will be an announced minimum Jackpot Category (Match 5 and 2 Lucky Stars) prize amount and if there is no winner of a Jackpot Category (Match 5 and 2 Lucky Stars) prize in that Draw, the total prize money allocated to that prize tier will be subject to the reallocation process referred to in Section 7.5 b) (iii).

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 Game Tickets are generated and EuroMillions transactions are entered and processed, or where a Ticket is generated by means of the Quick Pick facility.

Territory means Ireland.

The National Lottery has the meaning given to it in the Act.

Ticket Bearer means the person who has possession of the ticket.

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

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

Valid Winning Ticket means a winning Ticket which meets all the National Lottery's Ticket validation requirements as set out or referred to in the Rules.

Website means the website operated by the National Lottery, which is accessible through URL www.lottery.ie.

Winning EuroMillions Raffle Number(s) means the alpha-numeric combination(s) randomly selected at each EuroMillions Raffle Draw which are used to determine the winning Play(s) in each EuroMillions Raffle.

Winning Ireland Only Raffle Number(s) means the alpha-numeric combination(s) randomly selected at each Ireland Only Raffle Draw which are used to determine the winning Play(s) in each Ireland Only Raffle.

Winning Numbers means the Main Numbers and the Lucky Stars Numbers selected at each Draw which are used to determine the winning Plays.

Winning Selection means a selection of numbers which entitles a Player who has lawfully and validly been issued with a ticket for a Draw by or on behalf of the Company or a Co-Promoter to a prize in the category applicable to the correct numbers selected.

Where the context so requires in these 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.

3. THE EUROMILLIONS GAME

The Company and each Co-Promoter are authorised by the relevant authorities in the territory or territories in which it operates to operate and promote independent lotteries under the name or style of "EuroMillions" or its translated equivalent, such lotteries together having a shared prize fund, a common Draw and a common game mechanic.

Such lotteries are collectively known as the "EuroMillions Game" and include the EuroMillions Raffle.

4. DRAW

The Draw for the EuroMillions Game will take place twice per week on Tuesday and Friday or such other day or days as may be specified by the Company and Co-Promoters. The Winning Numbers in respect of a Draw shall be finally and conclusively determined by SLE.

5. PLAYER'S OBJECTIVE

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

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

6. METHOD OF PLAY

6.1 Cost of a Play

- a) To participate in the EuroMillions Game and Ireland Only Raffle a Player must play the minimum of one Play Panel at a total cost of €2.50 (two Euro and fifty cent) and a maximum of the number of Panels included on the Playslip. One EuroMillions Game Play costs €2.20 (two Euro and twenty cent) and one Ireland Only Raffle Play costs €0.30 (thirty cent).
- b) EuroMillions Game and Ireland Only Raffle cannot be played individually.
- c) The combined cost of each additional Play in the EuroMillions Game and Ireland Only Raffle shall be €2.50 (two Euro and fifty cent).
- d) The cost of an Advance Play Ticket will be the cost of the Panel(s) selected multiplied by the number of EuroMillions Game Draws the Player has chosen.

6.2 Making a selection for a Game

a) On any one Playslip a Player may play the minimum of one Panel and a maximum of the number of Panels included in the Playslip.

- b) Each Play is made by the Player manually marking within one Panel five numbers in the Select Five Section and two numbers in the Select Two Section or by manually marking the Quick Pick box on that 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 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 seven numbers (five numbers in the Select Five Section and two numbers in the Select Two Section) required per Play, request the Retail Sales Agent to manually key in the EuroMillions Game 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 Quick Pick 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 on the Playslip and mark the appropriate Advance Play box for 2, 4, 6 or 8 draws. The Terminal will issue a Ticket which will show the selections made, the number of draws selected and the range of draw dates for which the ticket is valid.
- g) Quick Pick number selections for any given Draw may be duplicated.

6.3 Entry into a Game

- a) Only the Plays recorded by the Central Computer System are valid for participation in a EuroMillions Game.
- b) A Playslip has no monetary or prize value and shall not in any circumstances constitute evidence of Ticket purchase or of any Play.
- c) A Ticket shall be the only valid basis for claiming a prize or prizes.
- d) The National Lottery shall not in any circumstances be liable to a Player for any acts or omissions by Retail Sales Agents.
- e) None of the National Lottery, its Retail Sales Agents or Contractors shall be responsible for lost or stolen tickets.

6.4 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 that Draw may only be cancelled if returned to the issuing Terminal before Ticket sales for the EuroMillions Game close prior to the 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 EuroMillions Tickets redeemed by a Retail Sales Agent in error.

6.5 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) of Draw(s) printed on the Ticket are as required.
- b) None of the National Lottery, its Contractors and Retail Sales Agents shall 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, EuroMillions Game, Ireland Only Raffle, EuroMillions Raffle or otherwise whatsoever), or for any other defect in the Ticket.

6.6 Sale of Tickets

- a) No person or business other than a Retail Sales 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.
- b) Tickets may not be sold at a location other than the location address listed on the Retail Sales Agent's contract with the National Lottery.
- c) 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.
- 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 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 Draw-Based Games for The National Lottery or any other person prohibited by the National Lottery Act 2013.

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.

- 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 National Lottery and these Rules.

6.7 Advance Plays

If a Prize is paid on an Advance Play Ticket which is still valid for future Draws, the Advance Play Ticket will be returned in accordance with the National Lottery's procedures, to the owner or claimant together with his/her Prize payment.

7. DRAWS AND DIVISION OF PRIZES FOR THE EUROMILLIONS GAME

7.1 **Procedure for Draws**

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

7.2 Selection of Winning Numbers

- a) Draws shall be made using electro mechanical draw equipment or such other equipment as SLE may from time to time determine.
- b) At each Draw there shall be randomly selected a set of five Main Numbers and two Lucky Stars Numbers which shall be the Winning Numbers for that Draw.
- c) The Winning Numbers 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.
- 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 SLE procedures.
- f) Where there is significant interruption to the provision of a EuroMillions Game or Games the National Lottery 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.

7.3 Categories of Prizes for each EuroMillions Game Draw

a) <u>"Match 5 and 2 Lucky Stars" category:</u>

means Plays which correctly match, in any order, the 5 Main Numbers drawn and the 2 Lucky Star Numbers drawn in a Draw.

b) <u>"Match 5 and 1 Lucky Star" category:</u>

means Plays which correctly match, in any order, the 5 Main Numbers drawn and 1 of the 2 Lucky Star Numbers drawn in a Draw.

c) <u>"Match 5" category:</u>

means Plays which correctly match, in any order, the 5 Main Numbers drawn in a Draw.

d) <u>"Match 4 and 2 Lucky Stars" category:</u>

means Plays which correctly match, in any order, 4 of the 5 Main Numbers drawn and the 2 Lucky Star Numbers drawn in a Draw.

e) <u>"Match 4 and 1 Lucky Star" category:</u>

means Plays which correctly match, in any order, 4 of the 5 Main Numbers drawn and 1 of the 2 Lucky Star Numbers drawn in a Draw.

f) <u>"Match 3 and 2 Lucky Stars" category:</u>

means Plays which correctly match, in any order, 3 of the 5 Main Numbers drawn and the 2 Lucky Star Numbers drawn in a Draw.

g) <u>"Match 4" category:</u>

means Plays which correctly match, in any order, 4 of the 5 Main Numbers drawn in a Draw.

h) <u>"Match 2 and 2 Lucky Stars" category</u>:

means Plays which correctly match, in any order, 2 of the 5 Main Numbers drawn and the 2 Lucky Star Numbers drawn in a Draw.

i) <u>"Match 3 and 1 Lucky Star" category:</u>

means Plays which correctly match, in any order, 3 of the 5 Main Numbers drawn and 1 of the 2 Lucky Star Numbers drawn in a Draw.

j) <u>"Match 3" category:</u>

means Plays which correctly match, in any order, 3 of the 5 Main Numbers drawn in a Draw.

k) <u>"Match 1 and 2 Lucky Stars" category:</u>

means Plays which correctly match, in any order, 1 of the 5 Main Numbers drawn and the 2 Lucky Star Numbers drawn in a Draw.

I) <u>"Match 2 and 1 Lucky Star" category:</u>

means Plays which correctly match, in any order, 2 of the 5 Main Numbers drawn and 1 of the 2 Lucky Star Numbers drawn in a Draw.

m) <u>"Match 2" category:</u>

means Plays which correctly match, in any order, 2 of the 5 Main Numbers drawn in a Draw.

7.4 Approximate Odds of Winning and allocation of Common Prize Fund in the EuroMillions Game

- a) The Company and each Co-Promoter will contribute one Euro and ten cent from the cost of each Play to the Common Prize Fund for each Draw.
- b) The following table sets forth for any Draw the probability of winning and the proportion of the Common Prize Fund available at each Prize Category, subject to section 7.4(e).

Α.	В.	С.	D.
Prize Categories	Odds of Winning (1 in:)	Theoretical Average Estimated Prize €	% Common Prize Fund
Match 5 and 2 Lucky Stars	139,838,160	Variable	50.00% or 42.00%
Match 5 and 1 Lucky Star	6,991,908	200,738	2.61%
Match 5	3,107,515	20,851	0.61%
Match 4 and 2 Lucky Stars	621,503	1,299	0.19%

Overall			100.00%
		Prize Seeding Fund	10.00% or 18.00%
Match 2	22	4	16.59%
Match 2 and 1 Lucky Star	49	6	10.30%
Match 1 and 2 Lucky Stars	188	7	3.27%
Match 3	314	9	2.70%
Match 3 and 1 Lucky Star	706	11	1.45%
Match 2 and 2 Lucky Stars	985	14	1.30%
Match 4	13,811	39	0.26%
Match 3 and 2 Lucky Stars	14,125	57	0.37%
Match 4 and 1 Lucky Star	31,075	120	0.35%

Note: "Match 5 and 2 Lucky Stars" is the highest Prize Category and "Match 2" is the lowest Prize Category.

- c) [Not Used]
- d) Prizes will be allocated within each Prize Category on a pari-mutuel basis.
- e) The contribution to the Prize Seeding Fund and the Jackpot Category always totals 60% of the Common Prize Fund subject to the following variable percentage allocation:
 - (i) For Draws one to five inclusive in a EuroMillions roll series 50.00% of the Common Prize Fund will be allocated to the Jackpot Category and 10.00% of the Common Prize Fund will be allocated to the Prize Seeding Fund. Draw one in a EuroMillions roll series is the next Draw after a Draw in which the Jackpot Category has been won.
 - (ii) For Draw six to the last Draw in a EuroMillions roll series 42.00% of the Common Prize Fund will be allocated to the Jackpot Category and 18.00% of the Common Prize Fund will be allocated to the Prize Seeding Fund. The last Draw in a EuroMillions series occurs when the Jackpot Category is won or rolls down in accordance with Section 7.5 b).
 - (iii) For a Super Draw 42.00% of the Common Prize Fund will be allocated to the Jackpot Category and 18.00% of the Common Prize Fund will be allocated to the Prize Seeding Fund for that Draw. The next following Draw after a Super Draw shall be Draw one and the provisions of Clause 7.4(e)(i) and (ii) shall apply to it and subsequent Draws in that EuroMillions roll series.
 - (iv) For a Super Minimum Jackpot Guarantee Draw 42.00% of the Common Prize Fund will be allocated to the Jackpot Category and 18.00% of the Common Prize Fund will be allocated to the Prize Seeding Fund for that Draw and subsequent Draws until the last Draw in a EuroMillions roll series subject to Section 7.5 b). In the event that there is no Winning Selection in the Jackpot Category in a Super Minimum Jackpot Guarantee Draw, the next following Draw shall be deemed to be Draw six and the provisions of Clause 7.4(e)(ii) shall apply to it and subsequent Draws in that EuroMillions roll series.

f) An amount equal to 50.00% or 42.00% of the Common Prize Fund together with any monies added to that amount under Sections 7.5 a) and/or 7.5 b) and/or Section 7.6 c), shall comprise the prize pool for the Jackpot Category for the EuroMillions Game for that Draw (the "Jackpot Pool"). A further amount, equal to 10.00% or 18.00% of the Common Prize Fund, shall be allocated to the Prize Seeding Fund in accordance with Section 7.6.

7.5 Reallocation of Prize Pool in the EuroMillions Game

- a) If in any Draw except a Super Draw, there are no winners in the Match 5 and 2 Lucky Stars Prize Category in the EuroMillions Game the relevant Jackpot Pool for that Draw will be added to the Jackpot Pool for the next Draw, subject to rule 7.5 b) below.
- b) (i) The Jackpot Pool may increase until the Flow-down Cap has been reached. The Flow-down Cap will be an amount agreed by the Lottery Operators, acting in accordance with the constitution of SLE, from time to time with the consent of the Regulator.
 - (ii) If monies available to the Jackpot Pool reach the then agreed current Flowdown Cap, the following will apply:
 - (A) the maximum amount available to pay Jackpot Category prizes for that Draw (the "first Flow-down Cap Draw")(or any subsequent Draw) will be fixed at the then agreed current Flow-down Cap, and the amount of the prize fund in excess of the then agreed current Flow-down Cap will not be available for Jackpot Category prizes (if any) for that Draw (or any subsequent Draw) but will flow-down and will be allocated to the next lower prize tier at which there is at least one winner for that Draw;
 - (B) in the event that the Jackpot Category prize is not won in the first Flow-down Cap Draw, then the Jackpot Pool for that draw will rollover to the next Draw, subject to Section 7.5 b) (ii)(A). The Jackpot Pool may rollover in this fashion if there is no winner of the Jackpot Category prize at subsequent Draws until the fifth Flowdown Cap Draw. The Jackpot Pool for the fifth Flow-down Cap Draw will flow-down and will be allocated to the next lower prize tier at which there is at least one winner for that Draw.

Note: for the avoidance of doubt a maximum of five successive Draws are permitted at the Flow-down Cap.

- (C) when the fifth Flow-down Cap Draw has been reached and the Jackpot Pool is dispersed as described in rule 7.5 b) (ii)(B), or there has been a winner of the Match 5 and Two Lucky Stars Prize Category then the Flow-down Cap will be increased by an amount of €10,000,000.00 (ten million euro) for the next EuroMillions roll series. The Flow-down Cap will increase in increments of €10,000,000.00 (ten million euro), as described, until it reaches the maximum Flow-down Cap amount of €250,000,000.00 (two hundred and fifty million euro).
- (iii) Where a Draw is designated by the Lottery Operators as a Super Minimum Jackpot Guarantee Draw there will be a guarantee of the minimum amount available to pay Jackpot Category prizes for that Draw. If there is no

winner at the Jackpot Category then the total amount of prize money available to the Jackpot Category for that Draw will rollover to the Jackpot Category for the next Draw, subject to rule 7.5 b) (ii).

c) If in any Prize Category (other than the Match 5 and 2 Lucky Stars Prize Category, subject to Section 7.5 b)(ii)(A)) there are no winners in that Prize Category in the EuroMillions Game, the prize money allocated to that category will be allocated to the next lower Prize Category (if any) for that Draw in which there is at least one winner or, if there is no such next lower Prize Category, to the Jackpot Pool for the next Draw.

7.6 Prize Seeding Fund in the EuroMillions Game

- a) The Prize Seeding Fund is common to the Company and the Co-Promoters.
- b) Amounts allocated to the Prize Seeding Fund may only be used as stated in 7.6c).
- c) All or part of the sums allocated to the Prize Seeding Fund may be used, as agreed from time to time by the Company and the Co-Promoters
 - to supplement the monies available in any prize tier(s) for any Draw; and/or
 - ii) to fund prizes in a EuroMillions Raffle.

7.7 Determination of Prizes for Players in the Irish Game

- a) The holder of a Winning Ticket may win in only one Prize Category per Panel in connection with the Winning Numbers drawn in each Draw and shall be entitled only to the prize for the highest Prize Category won by those numbers in each Draw (regardless of the actual Prize value).
- b) The prize fund available to Jackpot Winner(s) shall be the Jackpot Pool divided by the total number of Winning Selections at the Jackpot Category and multiplied by the number of Jackpot Winner(s).
- c) The prize fund in Section 7.7 b) shall be divided equally between the number of Jackpot Winners.
- d) The prize fund available for each Prize Category other than the Jackpot Category shall be the amount calculated in accordance with column D of the table at 7.4 b) available for that Prize Category, adjusted in accordance with Section 7.5 b).
- e) The prize fund calculated in accordance with (d) above shall be divided by the total number of Winning Selections at that Prize Category, so that each winning Play in the Irish Game for that Prize Category will be eligible for an equal amount.
- f) All Prizes shall be paid by the National Lottery in Euro.
- g) All Prizes will be rounded correct to the nearest Euro.
- h) In all cases, the determination of prize entitlement shall be subject to the Ticket validation requirements set out in Section 9 of these Rules.
- i) The surrender of a Ticket to the National Lottery or to a Retail Sales 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.
- j) Neither the National Lottery 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 National Lottery prior to payment of the prize.

7.8 Results

- a) The results of each Draw will be available from Retail Sales Agents after each Draw, will be issued to the national media, published on the 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 Game;
 - (ii) The Winning Numbers;
 - (iii) The Winning EuroMillions Raffle Numbers(s) or relevant unique Ticket identification number (if any in Ireland);
 - (iv) The Winning Ireland Only Raffle Number(s);
 - (v) The amount payable to each correct Play in each prize category; and
 - (vi) Such other information as the National Lottery may from time to time determine.

7.9 EuroMillions Raffle

- a) The Company and the EuroMillions Co-Promoters may decide to hold a EuroMillions Raffle from time to time, in conjunction with a EuroMillions Draw.
- b) The date of any EuroMillions Raffle will be specified and advertised in advance.
- c) If a Player has purchased a EuroMillions Ticket for a Draw which coincides with a EuroMillions Raffle then his associated Ireland Only Raffle Entry Number(s) will also be used for entry into the EuroMillions Raffle.
- d) The objective of the Player in a EuroMillions Raffle is to match his Ireland Only Raffle Entry Number(s) with the Winning EuroMillions Raffle Number(s) indexed to that Ticket by SLE for that Draw.
- e) A EuroMillions Raffle may offer a series of fixed prizes. The exact number and value of the prizes will be advertised in advance.
- f) SLE will conduct a Draw on the specified date to select randomly the Winning EuroMillions Raffle Numbers.
- g) Any winning Ireland Only Raffle Entry Numbers (or relevant unique Ticket identification numbers) in a EuroMillions Raffle will be published on the Website following a EuroMillions Raffle Draw.
- h) A Ticket may contain more than one Winning EuroMillions Raffle Number in which case the sum of the prizes attributable to that Ticket will be paid.
- i) A Ticket may win a prize(s) in a EuroMillions Raffle and the Ireland Only Raffle if the Ireland Only Raffle Entry Number(s) are the same as the equivalent Winning EuroMillions Raffle Numbers indexed to that Ticket by SLE for that Draw and the Winning Ireland Only Raffle Numbers.

8. THE IRELAND ONLY RAFFLE

The Ireland Only Raffle is a Draw Based Game played in the Territory only, in conjunction with the EuroMillions Game. A Player receives one Ireland Only Raffle Entry Number for each Play purchased for a EuroMillions Game Draw. Ireland Only Raffle Entry Numbers are issued sequentially and are printed in range format on the Ticket.

Fifteen cent (0.15c) from the cost of each Ireland Only Raffle Play will be contributed to the Ireland Only Raffle Fund. All prizes in the Ireland Only Raffle will be funded from the Ireland Only Raffle Fund. The draw for the Ireland Only Raffle will take place twice per week on Tuesday and Friday. The objective of the Player is to correctly match his Ireland Only Raffle Entry Number(s) referenced on the Ticket with the Winning Ireland Only Raffle entry Number(s) for that Draw.

8.1 Draws and Division of Prizes

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

8.2 Selection of Winning Ireland Only Raffle Numbers

- a) Specialised electronic random number generator hardware, or other equipment or draw process as the National Lottery may from time to time determine, will be employed to select the Winning Ireland Only Raffle Numbers.
- b) The Ireland Only Raffle Entry Number(s) will be issued sequentially from the range IBBB00000 to IZZZ999999.
- c) A Player receives one Ireland Only Raffle Entry Number for each Play entered in the corresponding EuroMillions Game.
- d) Ireland Only Raffle Entry Numbers may be printed in range format on the Ticket i.e. each Ireland Only Raffle Entry Number associated with a Play(s) may not be printed individually on the Ticket but will be registered with the Central Computer System.
- e) An Ireland Only Raffle Number can only win one prize in a particular Ireland Only Raffle Draw but may also win a prize if entered in a EuroMillions Raffle.
- f) At each Ireland Only Raffle Draw there shall be randomly selected a series of Winning Ireland Only Raffle Numbers, as required by the prize structure for the particular Ireland Only Raffle Draw.
- g) The Winning Ireland Only Raffle Numbers will be published after each Draw in accordance with Clause 7.8 (Results).

8.3 Categories of Prizes in the Ireland Only Raffle

- a) Provided that there are sufficient funds in the Ireland Only Raffle Fund, there will be ten (10) individual prizes of five thousand euro (€5,000) each in the Ireland Only Raffle Draw.
- b) A fixed prize of €5,000 will be paid when an Ireland Only Raffle Entry Number on a Ticket matches with a Winning Ireland Only Raffle Number for that Draw. In some instances a Winning Ireland Only Raffle Number may not be printed on a Ticket, in which case it will be incorporated in a range of Ireland Only Raffle Entry Numbers printed thereon.

- c) From time to time the National Lottery may amend the number and value of prizes available in the Ireland Only Raffle, in which case the amended prize structure will be publicly announced in advance of sales commencing for that Ireland Only Raffle.
- d) Any amounts in the Ireland Only Raffle Fund in excess of that needed to pay the Prizes in that Ireland Only Raffle Draw will be accounted for as the Ireland Only Raffle Reserve Fund. The Ireland Only Raffle Reserve Fund will be used if there is not enough money in the Ireland Only Raffle Fund to pay the Ireland Only Raffle Prizes in any Ireland Only Raffle Draw. It can also be used:
 - (i) to increase the amount of an Ireland Only Raffle Prize; and/or
 - (ii) to fund additional Ireland Only Raffle Prizes in an Ireland Only Raffle Draw.

The National Lottery may use the Ireland Only Raffle Reserve Fund in this manner at any time but shall do so prior to the Ireland Only Raffle being withdrawn from the National Lottery.

e) A Ticket may contain more than one Winning Ireland Only Raffle Number in which case the sum of the prizes attributable to that Ticket will be paid.

9. PAYMENT OF PRIZES AND TICKET VALIDATION REQUIREMENTS

9.1 Payment of Prizes

- a) Subject to the Rules, the Company will only pay out a Prize in the Irish Game in respect of a Ticket and, for the avoidance of doubt, will not pay out a prize in respect of any ticket or entry for a lottery forming part of the EuroMillions Game issued by or on behalf of a Co-Promoter.
- b) A Player may claim prizes or make any other claim in respect of the EuroMillions Game only against the relevant Lottery Operator (or its agent) who sold the relevant ticket to that Player.
- c) Prizes in all prize categories up to and including Match 4 and 2 Lucky Stars Prize Category may be available for payment on the day following the Draw.

9.2 Ticket Validation Requirements

In addition to any other requirements specified in these Rules, the following requirements will apply before a Ticket shall be regarded as a Valid Winning Ticket.

- a) The Ticket must have been issued on behalf of the National Lottery 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 information on file in the Central Computer System records. Only the Plays recorded by the Central Computer System will participate in the EuroMillions 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 National Lottery 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 National Lottery 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 National Lottery.
- j) The National Lottery shall not in any circumstances be liable to a Player for any acts or omissions by Retail Sales Agents.

9.3 Consequences of a Ticket being invalid

- a) In the event that a Ticket fails to pass any of the criteria set out in Section 9.2 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 Draw.
- c) Liability, if any, of the National Lottery is limited to replacement or refund.

10. CLAIMING A PRIZE

10.1 Time Limit on Claims

- a) All prizes must be claimed within 90 days from the date of the Draw at which the Winning Numbers, Winning Ireland Only Raffle Numbers or Winning EuroMillions Raffle Numbers were drawn. For prizes which may only be claimed from Prize Claim Centre Agents or from 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 National Lottery in accordance with the Licence.
- b) In the case of a prize claimed by post, the Ticket must be received at The National Lottery, Abbey Street Lower, Dublin 1 within the time limit on claims.

All EuroMillions prizes may be redeemed at National Lottery Headquarters.

10.2 Prize Payment - Match 5 and 2 Lucky Stars, Match 5 and 1 Lucky Star and Match 5

- a) Match 5 and 2 Lucky Stars, Match 5 and 1 Lucky Star and Match 5 Prizes are payable by cheque only at The National Lottery, Abbey Street Lower, Dublin 1.
- b) Match 5 and 2 Lucky Stars, Match 5 and 1 Lucky Star and Match 5 prizes may be claimed by presenting a winning Ticket within the time limit on claims.
- c) The National Lottery 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 5 and 2 Lucky Stars, Match 5 and 1 Lucky Star or Match 5 winner and is still valid for future draws, the Advance Play Ticket will be returned to the winner, along with the prize cheque.

10.3 Prize Payment – EuroMillions Raffle prizes

- a) EuroMillions Raffle prizes are payable by cheque only at The National Lottery, Abbey Street Lower, Dublin 1.
- b) EuroMillions Raffle prizes may be claimed by presenting a winning Ticket within the time limit on claims.
- c) The National Lottery 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 EuroMillions Raffle winner and is still valid for future draws, the Advance Play Ticket will be returned to the bearer, along with the prize cheque.

10.4 Prize Payment – Ireland Only Raffle prizes

- a) Ireland Only Raffle prizes may be claimed at The National Lottery or at any Prize Claim Centre Agent by presenting the winning Ticket within the time limit on claims. A list of the Prize Claim Centre Agents is available at <u>www.lottery.ie</u>
- b) The National Lottery or Prize Claim Centre 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 an Advance Play Ticket is an Ireland Only Raffle winner and is still valid for future draws, the Advance Play Ticket will be returned to the bearer in accordance with the National Lottery's procedures.

10.5 Prize Payment – Match 4 and 2 Lucky Stars, Match 4 and 1 Lucky Star, Match 3 and 2 Lucky Stars, Match 4, Match 2 and 2 Lucky Stars, Match 3 and 1 Lucky Star, Match 3, Match 1 and 2 Lucky Stars, Match 2 and 1 Lucky Star, Match 2 and Ireland Only Raffle prizes.

- a) Match 4 and 2 Lucky Stars, Match 4 and 1 Lucky Star, Match 3 and 2 Lucky Stars, Match 4, Match 2 and 2 Lucky Stars, Match 3 and 1 Lucky Star, Match 3, Match 1 and 2 Lucky Stars, Match 2 and 1 Lucky Star, Match 2 prizes and Ireland Only Raffle prizes may be claimed at any Prize Claim Centre Agent or at any Retail Sales Agent by presenting the winning Ticket within the time limit on claims. Individual prizes exceeding €15,000 must be claimed at National Lottery Headquarters, Abbey Street Lower, Dublin 1.
- 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 all 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 Lottery Headquarters. Prizes equal to or in excess of €15,000 may only be claimed at Lottery Headquarters.
 c) The National Lettery Prize Claim Centre Agents Agent on Detail Cales Agent will retain
- c) The National Lottery, 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.
- 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 National Lottery's procedures.

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10.6 Prize Payment by post

a) Match 4 and 2 Lucky Stars, Match 4 and 1 Lucky Star, Match 3 and 2 Lucky Stars, Match 4, Match 2 and 2 Lucky Stars, Match 3 and 1 Lucky Star, Match 3, Match 1 and 2 Lucky Stars, Match 2 and 1 Lucky Star, Match 2 prizes and Ireland Only Raffle 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 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.

- b) 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.
- c) 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.
- 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.

10.7 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 Retail Sales Agent may, at 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 Section 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 a Ticket, the person whose signature appears there shall be the owner of the Ticket and shall, subject to complying with the National Lottery's prize validation requirements (including but not limited to Clauses 10.7(c) and 10.7(g)), 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 a 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 and/or otherwise, or any other query whatsoever 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.

10.8 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 to the parent or legal guardian unless otherwise expressly authorised by the National Lottery.

10.9 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.

11. TRUST ARRANGEMENTS/SUSPENSION OF PARTICIPATION

- a) To secure their respective obligations to transfer funds to the Company and / or a Co-Promoter, the Company and the Co-Promoters have agreed to the establishment of various trust accounts and have agreed various arrangements in respect of the operation of such accounts (the "Trust Arrangements").
- b) In the event of any breach by the Company or a Co-Promoter of the Trust Arrangements or of the Lottery Operators' Agreement, the participation in future Draws of a person in the territory of the Company or that Co-Promoter may be suspended for such period as those of the Company and Co-Promoter not being in such breach shall determine in accordance with the Trust Arrangements.

12. REFUNDS IN CERTAIN CIRCUMSTANCES

- a) In the event of a Cancelled Draw the National Lottery shall refund to a Player who has purchased either a Ticket for a Cancelled Draw only or an Advance Play Ticket for the Cancelled Draw and other Draws, an amount equal to that part of the ticket purchase price as was paid in respect of and is attributable to the Cancelled Draw.
- b) Any refund and payment under Section 12. a) must be claimed by the Player. The methods of claiming, payment, the validation of claims and (subject to Section 12.c) the period within which such claims may be made shall be as determined by the National Lottery in its absolute discretion from time to time. A Player will be required to produce the Ticket before any refund or payment will be made.
- c) The period referred to in Section 12. b) shall be a period expiring not earlier than the day 90 days after the date on which the Cancelled Draw was to have taken place.
- d) Neither the National Lottery nor any Retail Sales Agent shall in any circumstances be liable to pay interest in respect of refunds or payments made under this Section 12.
- e) For the avoidance of doubt, this Section shall not apply in respect of any Draw which is delayed or postponed nor in respect of any Draw which is cancelled other than as defined as a Cancelled Draw in these Rules.

13. 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 a 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 a ticket is a winning ticket, and if the Ticket prize 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 National Lottery Games, 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 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 <u>www.lottery.ie</u>.

14. LIMITATION OF LIABILITY

Neither the National Lottery 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 or non-participation by any person in any EuroMillions Game or Ireland Only Raffle. In particular, but without prejudice to the generality of this rule, neither the National Lottery nor any Retail Sales Agent shall be liable to any person:

- a) for the failure of, or damage or destruction to the Central Computer System and/or records, or
- b) for delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system, or
- c) for any errors or omissions in information in respect of the EuroMillions Game (and including any Draw) supplied to the National Lottery by SLE or any Co-Promoter, or
- d) for any other action or event which prevents or hinders the issue of a valid Ticket, or
- e) for payment of any prizes in respect of Tickets bearing Ireland Only Raffle Number(s) which match any Winning EuroMillions Raffle Number(s) but which were not indexed to that Ticket by SLE for that Draw.
- f) The National Lottery has no liability of whatever nature to any person playing the EuroMillions Game via a Co-Promoter or its agents.

15. DECISIONS OF NATIONAL LOTTERY BINDING

All decisions of the National Lottery concerning any EuroMillions Game or Ireland Only Raffle 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, the National Lottery's procedures and SLE's procedures shall be final and binding on all Players, and any other person or persons concerned for any reason with these matters.