



## **All or Nothing Rules**

### **Issue 1**

#### **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 1st day of July, 2009.

**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.

- (1) These Rules may be referred to as the All or Nothing Game Rules 2009.
- (2) These Rules shall come into force on the 1st day of July, 2009.

### **2. DEFINITIONS**

In these Rules unless the context requires otherwise:

**Act** means the National Lottery Act 1986.

**Advance Play** means a facility to play All or Nothing in advance with the purchase of one Ticket by marking the appropriate box on the Playslip for future Draws.

**All or Nothing Game** means the All or Nothing Game wherein a Player selects a set of twelve (12) numbers from a set of twenty-four (24) numbers, or opts for a Quick Pick selection, for a pre-determined Drawing date(s) by use of an On-Line Terminal, as defined in the All or Nothing Game Rules. The game begins at the time Ticket sales for the Game commence and ends with a Drawing or a series of Drawings on a date or dates determined by The National Lottery at the commencement of the Game

**Central Computer System** means the computer system used to operate On-Line Games.

**Company** means An Post National Lottery Company.

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

**Draw or Drawing or All or Nothing Drawing** means the process which is used to randomly select a set of Winning Numbers for a given All or Nothing Game.

**Exchange Ticket** means the Ticket issued by the Terminal when a winning All or Nothing Advance Play Ticket is presented for payment (provided that the Ticket presented is still valid for future draws) and will show the remaining number of Draw(s) and range of Draw dates for which the Ticket remains valid.

**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.

**The National Lottery** means An Post National Lottery Company.

**On-Line 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, for a pre-determined Drawing date(s) by use of an On-Line Terminal, or opts for a Quick Pick selection. In return for paying the appropriate fee, the Player receives a computer-generated Ticket with the Player's selection, or Quick Pick selection printed on it. The National Lottery will conduct a Drawing(s) to determine the winning combination(s) in accordance with the rules of the specific game played. Each Ticket bearer whose valid Ticket includes a winning combination shall be entitled to a prize if the Ticket is presented at specified Agent locations or at The National Lottery, Abbey Street Lower, Dublin 1 within the specified time period.

**Panel** means that area of a Playslip which contains twenty-four (24) rectangular boxes numbered one to twenty-four (24) inclusive.

**Play** means the twelve (12) different numbers from the range one (1) to twenty-four (24) 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 an All or Nothing Game.

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

**Prize Category(ies)** means the Prize Category(ies) set out in Section 5 (3).

**Quick Pick** means a Play(s) consisting of twelve (12) different numbers which, instead of being selected by a Player, is/are selected on a random basis by The National Lottery's computer system.

**Terminal** means the On-Line computer hardware and software by which a Lotto Agent enters the combination selected by a Player and by which On-Line Tickets are generated and All or Nothing transactions are entered and processed, or where a Ticket is generated by means of the Quick Pick facility (some Terminals may only offer Quick Pick selections).

**Ticket** means the All or Nothing Ticket issued by the Terminal to record a Player's Plays, the Game Drawing date(s), the price of the Ticket (determined by the number of Plays) and other information as determined by the National Lottery from time to time.

**Ticket 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 company as the owner of the Ticket under Rule 4.19 of the General Rules of the National Lottery.

**Winning Numbers** means the twelve (12) numbers from the range one to twenty-four (24) inclusive randomly selected at each Drawing and which are used to determine the winning Plays.

### **3. PLAYER'S OBJECTIVE**

The objective of a Player in a Game of All or Nothing 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 All or Nothing Game if in its view that person or persons is/are playing in a manner deemed to be interfering with other Players' reasonable access to the game.

### **4. METHOD OF PLAY**

#### **(1) Cost of a Play**

- (a) A Player may play between one (1) and five (5) panels at a cost of €2 per panel.
- (b) The cost of an Advance Play Ticket will be the cost of the Panels selected by the number of All or Nothing Draws the Player has chosen.

#### **(2) Making a Selection for a Game**

- (a) On any one Playslip a Player may play a minimum of one (1) and a maximum of the number of Plays included on the Playslip.
- (b) Each Play is made by the Player manually marking twelve (12) numbers in a Panel, each with a vertical line which should not extend beyond the outline of the rectangular box.
- (c) The completed Playslip together with the appropriate amount due should then be submitted to the Lotto Agent. The Lotto Agent will then on the Player's behalf and as his/her agent pass the Playslip through the Terminal. The Terminal will then issue a Ticket recording each Play marked on the Playslip.
- (d) A Player may by specifying the twelve (12) numbers required per Play, request the Lotto Agent to manually key in All or Nothing Plays.
- (e) Where a Quick Pick facility is available and where a Player requests Quick Pick Plays, the Lotto Agent (without requiring a Playslip) will,

through the Terminal, issue a Ticket which has recorded on it the requested number of Quick Pick Plays, (some Terminals may only offer Quick Pick selections). Alternatively a Play may be made by the Player manually marking the "Quick Pick" box in respect of any Panel(s) on his/her Playslip.

- (f) Where a Player uses the Advance Play facility he/she will mark his/her selections in the appropriate Panels of the Playslip and mark the appropriate box for future 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.

### **(3) Entry into a Game**

- (a) Only the Plays recorded by the Central Computer System are valid for participation in the All or Nothing 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 Lotto Agents.
- (e) The National Lottery, its Agents or Contractors shall not be responsible for lost or stolen Tickets.

### **(4) 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) 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 (whether details of Plays, All or Nothing Game or otherwise whatsoever), or for any other defect in the Ticket.

### **(5) Sale of Tickets**

- (a) 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.
- (b) Tickets may not be sold at a location other than the location address listed on the Lotto 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 Lotto Agent may sell a Ticket at a price per Play other than that set down by The National Lottery.

- (e) No Lotto Agent may receive compensation for the sale of Tickets other than that authorised and provided by The National Lottery.
- (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 sub-contractor or, if the Contractor or sub-contractor is a company, any director or employee of the Contractor or sub-contractor involved in the operation of 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.
- (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 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.
- (h) No Lotto Agent may enter into any special agreement with a Player to sell Tickets outside of the normal methods of Play.

## **5. 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.

### **(2) Selection of Winning Numbers**

- (a) Drawings shall be made using electro mechanical Drawing equipment or such other equipment as The National Lottery may from time to time determine.
- (b) At each Drawing there shall be randomly selected a set of Winning Numbers.
- (c) The Winning Numbers will be provided to the media for dissemination to the public.
- (d) In the event of any Drawing being declared invalid another Drawing will be conducted to determine the Winning Numbers.
- (e) In the event that any Drawing is interrupted due to equipment failure or for any other reason, the Drawing will be completed in accordance with The National Lottery's procedures.
- (f) Where there is significant interruption to the provision of an All or Nothing Game or games the National Lottery reserves the right to defer a Drawing or Drawings until the game(s) is/are restored and Players have a reasonable opportunity to enter into the game or games.

### **(3) Categories of Prizes and Allocation of Prize Limits**

- (a) The Prize Categories within each All or Nothing Game shall be as follows:

Match 12 Prize Category: Plays which correctly match, in any order, all 12 Winning Numbers drawn in a Draw.

Match Zero (0) Prize Category: Plays none of which match the 12 Winning Numbers in a Draw.

Match 11 Prize Category: Plays which correctly match, in any order, 11 of the 12 Winning Numbers drawn in a Draw.

Match 10 Prize Category: Plays which correctly match, in any order, 10 of the 12 Winning Numbers drawn in a Draw.

Match 09 Prize Category: Plays which correctly match, in any order, 09 of the 12 Winning Numbers drawn in a Draw.

Match 08 Prize Category: Plays which correctly match, in any order, 08 of the 12 Winning Numbers drawn in a Draw.

- (b) Subject to clause 5(3)(c) below fixed prize values in the All or Nothing Game will be as follows :

Match 12 Prize Category: €500,000 (five hundred thousand euro)  
Match Zero (0) Prize Category: €500,000 (five hundred thousand euro)  
Match 11 Prize Category: €5,000 (five thousand euro)  
Match 10 Prize Category: €25 (twenty five euro)  
Match 9 Prize Category: €10 (ten euro)  
Match 8 Prize Category: €4 (four euro)

The National Lottery will apply an overall limit of €5,000,000 total prize fund for any All or Nothing Game. No adjustment occurs unless this limit is breached.

The National Lottery may amend prize values in any All or Nothing game subject to the approval of the Minister for Finance.

- (c) In the event that the total prize liability in any All or Nothing Game exceeds €5,000,000 the prizes will be adjusted as follows :

$$\begin{array}{r} \text{€5,000,000} \\ A \times \frac{\text{-----}}{B} \end{array}$$

Where A equals individual normal prize amount as per 3(b) above in any All or Nothing Game.

Where B equals total prize cost for all Prize categories i.e. normal prize amount as per 3(b) above multiplied by the corresponding number of winners in each Prize Category for any All or Nothing Game.

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

#### **(4) No more than one Prize for a Play in any one Drawing**

- (a) The holder of a winning Ticket can win in only one Prize Category per single Play Panel in any one Drawing but shall be paid the highest prize won.

#### **(5) Results**

- (a) The results of each Drawing will be displayed by Lotto Agents in their premises as soon as practicable after each Drawing, will be issued to the national media 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 amount payable to each correct Play in each Prize Category;
  - (iv) Such other information as The National Lottery may from time to time determine.

**(6) Determination of Prize Claims**

- (a) In all cases, the determination of prize entitlement shall be subject to the Ticket validation requirements set out in Rule 6 of these Rules.
- (b) The surrender of a Ticket to The 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.

## **6. PAYMENT OF PRIZES AND TICKET VALIDATION REQUIREMENTS**

### **(1) Payment of Prizes**

- (a) Prizes in all prize categories below the Match 12 Prize Category and Match Zero (0) Prize Category may be available for payment on the day following the Drawing.

### **(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 Central Computer System computer records. Only the Plays recorded by the Central Computer System will participate in the All or Nothing 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 Lotto 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 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 6(2) of these Rules, that Ticket shall be deemed void and ineligible for any prize.
- (b) The National Lottery may solely at its option, replace an invalid Ticket with a Ticket of equivalent sales price for any subsequent Game.
- (c) Liability, if any, of The National Lottery is limited to replacement or refund.

## **7. CLAIMING A PRIZE**

### **(1) Time Limit on Claims**

All prizes must be claimed within 90 days from the date of the Drawing at which the Winning Numbers were drawn. 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 Lottery Games. In the case of prizes claimed on Advance Play Tickets or Exchange Tickets the time limit will expire 90 days after the last Draw date for which the Ticket is eligible.

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. Any of the All or Nothing prizes may be redeemed at National Lottery Headquarters.

### **(2) Prize Payment – Match 08 Prize Category, Match 09 Prize Category and Match 10 Prize Category Prizes**

- (a) Match 08, Match 09, and Match 10 prizes may be claimed at any Lotto Agent by presenting the winning Ticket within the time limit on claims.
- (b) The 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.
- (c) If a prize is claimed on an Advance Play Ticket or Exchange Ticket which is still valid for future draws an Exchange Ticket will be issued in accordance with the Company's procedures.

### **(3) Prize Payment - Match 11 Prize Category Prizes**

- (a) Match 11 Prize Category prizes may be claimed at any Prize Claim Centre (selected An Post Company Offices) and at any Lotto Agent authorised to pay a Match 11 Prize Category prize. Individual prizes exceeding €15,000 must be claimed at National Lottery Headquarters.
- (b) The National Lottery Company, Prize Claim Centre (selected An Post Company Office) or 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.
- (c) If a prize is claimed on an Advance Play Ticket or Exchange Ticket which is still valid for future draws an Exchange Ticket will be issued in accordance with the Company's procedures.

**(4) Prize Payment Match Zero (0) Prize Category and Match 12 Prize Category Prizes**

- (a) Match Zero (0) Prize Category and Match 12 Prize Category prizes are payable by cheque only at The National Lottery Headquarters, Abbey Street Lower, Dublin 1.
- (b) Match Zero (0) Prize Category and Match 12 Prize Category 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 or Exchange Ticket is a Match Zero (0) Prize Category or Match 12 Prize Category prize winner and is still valid for future draws, an Exchange Ticket will be issued to the Match Zero (0) Prize Category or Match 12 Prize Category prize winner, along with the prize cheque.

**(5) Prize Payment by Mail**

- (a) Match 08 Prize Category, Match,09 Prize Category, Match 10 Prize Category and Match 11 Prize Category 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 or Exchange Ticket which is still valid for future draws, an Exchange Ticket will be issued to the claimant with his/her prize cheque.

**(6) 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 7 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 thereon 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.

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

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

## **(8) Criminal Prosecution**

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

## **8. GENERAL**

- (a) The 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 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 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.
- (e) The numbers appearing on a Ticket must agree with the numbers on file at the Central Computer System for that Ticket.
- (f) Neither The National Lottery nor its Contractors shall be responsible for All or Nothing Tickets redeemed by a Lotto Agent in error.

## **9. 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 All or Nothing 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.

## **10. DECISIONS OF NATIONAL LOTTERY BINDING**

All decisions of The National Lottery concerning any All or Nothing Game, 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.