



PLUS RULES ***(EuroMillions)*** **Issue 2**

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 23rd day of February, 2008.
PURSUANT to the National Lottery Act 1986.
An Post National Lottery Company,
with the approval of the Minister for Finance,
hereby makes the following rules.

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RULES

1. TITLE

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

(1) These Rules may be referred to as the *Plus Rules (EuroMillions)* 2008.

(2) These Rules shall come into force on the 23rd day of February, 2008.

2. DEFINITIONS

In these Rules unless the context requires otherwise:

Act means the National Lottery Act 1986 as amended.

Advance Play means a facility to play *Plus* for 2, 3 or 4 Drawings in advance with the purchase of one Ticket.

Cancelled Draw means any draw which does not take place. In the event a EuroMillions Draw is cancelled then the associated *Plus* Draw will also be cancelled.

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 *Plus* Drawing means the process which is used to randomly select a set of Winning Numbers for a given *Plus* Game.

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

Exchange Ticket means the Ticket issued by the Terminal when a winning *Plus* Advance Play Ticket is presented for payment (provided that the Ticket presented is still valid for future Drawing(s)) and will show the remaining number of Drawing(s) and range of Drawing dates for which the Ticket remains valid.

The National Lottery means An Post National Lottery Company.

Lotto Agent means a person, firm or company authorized by the Company to sell Instant and On-line Game Tickets at specified location(s) under section 7 of the National Lottery Act 1986.

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

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.

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.

Play means the selection and marking by a Player of the *Plus* Box and either the associated numbers selected from one to fifty inclusive on the Select Five Section or Quick Pick section which appear on a Playslip with a designated inscription and Panel letter.

Player means a person participating in a *Plus* Game

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

Plus Box means that area of a Playslip which indicates whether the *Plus* Game has been selected.

Plus Game or Plus means a game in which a Player selects and marks the *Plus* box on a EuroMillions Playslip or opts for a Quick Pick random selection and marks the *Plus* box and Quick Pick box on a EuroMillions Playslip or otherwise, for a predetermined Drawing date(s) by use of an On-Line terminal. *Plus* must be played in conjunction with a EuroMillions game and the number of panels chosen by the Player in the EuroMillions game will determine the number of Plays in *Plus*. In return for paying the appropriate fee, the Player receives a computer-generated Ticket with the Player's Selection or Quick Pick random Selection with indication of entry to *Plus* Game printed on it.

Prize means a prize won by a Player in the *Plus* Game.

Quick Pick means a Play(s) 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 Company's computer system on behalf of that Player. Only the numbers chosen by a Player or selected on a random basis by the Company's computer system on behalf of that Player, from the Select Five Section will be entered in a *Plus* Game.

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. This Selection of five numbers only (whether selected by a Player or by Quick Pick) constitute a Player's Main Numbers in a EuroMillions Game and also constitute a Player's entry into the associated *Plus* Game.

Select Two Section means that section of a Panel which contains the numbers one to nine inclusive only. This Selection of two numbers is required for entry in a EuroMillions Game only.

Selection means a selection of one set of seven numbers (whether selected by a Player or by QuickPick) within one Panel (being five numbers from the Select Five Section and two numbers from the Select Two Section) recorded on a Ticket issued in accordance with the Rules. Only the numbers chosen by a Player or selected on a random basis by the Company's computer system on behalf of that Player from the Select Five Section will be entered in a *Plus* Game.

Supplementary Drawing means a subsequent Drawing in a given *Plus* Game in which an additional but separate set of Winning Numbers, is randomly selected for that game. A Supplementary Drawing(s) may occasionally be held, at The National Lottery's discretion, as part of a *Plus* Game.

Terminal means the On-Line computer hardware and software by which a Lotto Agent enters the Selection of a Player and by which On-Line Tickets are generated and On-Line Game 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 *Plus* Ticket issued by the Terminal to record a Player's Plays, the game Drawing date(s), the price of the *Plus* Play and the EuroMillions Game Play combined, 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.

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

Winning Numbers means the five numbers between one and fifty (inclusive) randomly selected at each Drawing or Supplementary Drawing and which are used to determine the winning Plays.

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".

4. THE PLUS GAME

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(s) shall be entitled to a Prize if the Ticket is presented at specified Lotto Agent locations or at The National Lottery, Abbey Street Lower, Dublin 1 within the specified time period. The results of any *Plus* Game will be based on the associated *Plus* Draw. The *Plus* Game is available to Players in the Republic of Ireland only.

5. PLAYER'S OBJECTIVE

The objective of a Player in a Game of *Plus* is to correctly select a set of Winning Numbers, or correctly match a Quick Pick Selection for the Game entered.

The numbers entered into a *Plus* Game will be the Main Numbers (from one to fifty inclusive) printed on a EuroMillions Ticket.

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

6. METHOD OF PLAY

Only those number Selections which are entered in the associated EuroMillions Game(s) may be entered in a *Plus* Game.

(1) Cost of a Play

- (a) A Player must play a minimum of one Play Panel at a total cost of €1.00 (one Euro).
- (b) The cost of each additional Play shall be €1.00 (one Euro).
- (c) The cost of an Advance Play Ticket will be the cost of the Panels selected multiplied by the number of *Plus* Drawings the Player has chosen.

(2) Making a Selection for a Game

- (a) On any one Playslip a Player may play a minimum of one and a maximum of the number of Panels included in the Playslip.
- (b) Each Play is made by the Player manually marking the *Plus* Box. The Select Five numbers which have been played in the EuroMillions Game are thereby designated as entered in the *Plus* Game.
- (c) A Player may by specifying that the *Plus* option is required, request the Lotto Agent to manually key in *Plus* Plays.
- (d) 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.
- (e) 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, as appropriate either pass the Playslip through the Terminal and issue a Ticket or if there is no Playslip in the case of QuickPick, the Lotto Agent will through the Terminal issue a Ticket which in either case, will record each Play marked on the Playslip or selected on a random basis by the company's computer system.

- (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 2, 3 or 4 Drawings. The Terminal will issue a Ticket which will show the Selections made, the number of Drawings selected and the range of Drawing dates for which the Ticket is valid.
- (g) Quick Pick number Selections for any given Drawing may be duplicated.

(3) Entry into a Game

- (a) Only the Plays recorded by the Central Computer System are valid for participation in the *Plus* 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) Cancellation of a Ticket

- (a) The cancellation facility will not be available for the *Plus* Game.
- (b) The National Lottery accepts no responsibility for tickets cancelled in error, or where the numbers appearing on a Ticket disagree with the numbers on file at the Central Computer System for that Ticket.
- (c) Neither The National Lottery nor its Contractors shall be responsible for *Plus* Tickets redeemed by a Lotto Agent in error.

(5) Player responsibility

- (a) It shall be the sole responsibility of the Player to verify that the Plays recorded on the Ticket correspond with those marked on the Playslip or otherwise specified and that the date(s) of Drawing(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, *Plus* Game or otherwise whatsoever), or for any other defect in the Ticket.

(6) 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 Agent may enter into any special agreement with a Player to sell Tickets outside of the normal methods of Play.

7. DRAWINGS AND DIVISION OF PRIZES

(1) Procedure for Drawings and Supplementary Drawings

- (a) Drawings and Supplementary 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 and Supplementary 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 and at each Supplementary 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 or Supplementary Drawing being declared invalid another Drawing or Supplementary Drawing will be conducted to determine the Winning Numbers.
- (e) In the event that any Drawing or Supplementary Drawing is interrupted due to equipment failure or for any other reason, the Drawing or Supplementary Drawing will be completed in accordance with The National Lottery's procedures.
- (f) Where there is significant interruption to the provision of a *Plus* 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 for each Plus Game Drawing (except for Supplementary Drawings)

- (a) Fixed Prize values in the *Plus* Game will be as follows:

Prize category	Prize amount
Match 5 :	€500,000
Match 4 :	€2,000
Match 3 :	€20

- (b) Match 5 category:

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

- (c) Match 4 category:

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

- (d) Match 3 category:

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

- (e) The National Lottery will apply an overall limit of €3,000,000 total Prize fund for any *Plus* Game. No adjustment occurs unless this limit is breached.

- (i) In the event that the combined total of Prizes at normal values in a *Plus* Game exceeds €3 million in any *Plus* Game an adjustment will come into effect. *Plus* Game Prizes will be adjusted according to the following formula:

$$A \times \frac{3,000,000}{B}$$

Where *A* equals individual normal Prize amount as per 3(a) above in the *Plus* Game.

Where *B* equals total Prize cost for all Prize categories i.e. normal Prize amount as per 3(a) above multiplied by the corresponding number of winners in each Prize category for the *Plus* Game.

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

(4) Categories of Prizes and allocation of Prize limits for each Supplementary Drawing

In each Supplementary Drawing prizes may be awarded on a pari-mutuel or fixed prize basis as determined by The National Lottery for each such drawing.

- (a) The Supplementary prize categories, where applicable, shall be:

Supplementary Match 5:

means Plays which correctly match, in any order, all 5 of the Winning Numbers drawn in a Supplementary Draw;

Supplementary Match 4:

means Plays which correctly match, in any order, 4 of the 5 Winning Numbers drawn in a Supplementary Draw;

Supplementary Match 3:

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

- (b) If in any Supplementary Drawing there is no Play which correctly matches the five Winning Numbers, then the Supplementary Match 5 Prize Pool for that Supplementary Drawing will be allocated to other prize categories as determined and announced by The National Lottery and approved by the Minister for Finance.
- (c) The Prize Pool for each of the prize categories for each Supplementary Drawing shall be as determined by The National Lottery and approved by the Minister for Finance.

(5) No more than one Prize for a Play in any one Drawing

The holder of a Valid Winning Ticket can win in only one Prize category per single Play Panel in any one Drawing or Supplementary Drawing but shall be paid the highest Prize won.

(6) Results

- (a) The results of each Drawing (and Supplementary Drawing where applicable) 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

(7) Determination of Prize claims

- (a) In all cases, the determination of Prize entitlement shall be subject to the Ticket validation requirements set out in Rule 8 of these Rules.
- (b) The surrender of a Ticket to The National Lottery or to a Lotto Agent and the receipt by the bearer of the Ticket of any Prize money payable in respect of the Ticket shall be a good discharge to The National Lottery notwithstanding any notice The National Lottery may have of the alleged rights, title, interest or claim of any other person or persons to the Prize money.
- (c) Neither The National Lottery nor any Lotto Agent shall be responsible or liable as a result of the payment of a Prize to the bearer of any lost or stolen Ticket whether or not advice of the loss or theft has been reported or notified to The National Lottery prior to payment of the Prize.

8. PAYMENT OF PRIZES AND TICKET VALIDATION REQUIREMENTS

(1) Payment of Prizes

- (a) Prizes in all Prize categories below the Match 5 Prize category (and below the Supplementary Match 5 Prize category where applicable) 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 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 *Plus* 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 Valid 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 8(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 *Plus* Game.
- (c) Liability, if any, of The National Lottery is limited to replacement as described at (b) above or refund of the value of the Play.

9. 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 National 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 Drawing 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.

All *Plus* Prizes may be redeemed at National Lottery Headquarters.

The Prize payable on a Valid Winning Ticket will equal the sum of the Prizes for all winning Plays on that Ticket.

(2) Prize payment – Match 3 and Supplementary Match 3

- (a) Match 3 and Supplementary Match 3 Prizes may be claimed at any Lotto Agent by presenting the Valid Winning Ticket within the time limit on claims.
- (b) The Lotto Agent will retain the Valid Winning Ticket and pay the bearer the appropriate Prize amount, 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 Drawings an Exchange Ticket will be issued in accordance with the Company's procedures.

(3) Prize payment - Match 4 and Supplementary Match 4

- (a) Match 4 and Supplementary Match 4 Prizes may be claimed at any Prize claim centre (selected An Post Company Offices) and at any Lotto Agent authorised to pay *Plus* Prizes up to €3,500.
- (b) The National Lottery Company, Prize claim centres (selected An Post Company Offices) or authorised Lotto Agents will retain the Valid 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 Drawings an Exchange Ticket will be issued in accordance

with the Company's procedures.

(4) Prize payment - Match 5 and Supplementary Match 5

- (a) Match 5 and Supplementary Match 5 Prizes are payable by cheque only at The National Lottery, Abbey Street Lower, Dublin 1.
- (b) Match 5 Prizes may be claimed by presenting a Valid Winning Ticket within the time limit on claims.
- (c) The National Lottery will retain the Valid 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 5 Prize winner and is still valid for future Drawings, an Exchange Ticket will be issued to the Match 5 Prize winner, along with the Prize cheque.

(5) Prize payment by mail

- (a) Match 3, Supplementary Match 3, Match 4 and Supplementary Match 4 Prizes may also be claimed, at the claimant's risk, by posting the Valid 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 Drawings, an Exchange Ticket will be issued to the claimant with his/her Prize amount.

(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 8 of these Rules.
- (c) The National Lottery reserves the right to withhold payment of a Prize until it is entirely satisfied as to the validity of any Ticket and the claimant's bona fides.
- (d) No right of any person to a Prize won shall be assignable, except that payment of any Prize won may be paid to the estate of a deceased Prize winner, and except that any person pursuant to an appropriate court order may be paid according to said court order. The National Lottery shall be discharged of all liability upon payment of a Prize pursuant to this rule.
- (e) When a signature has been entered on the reverse side of the Ticket, the person

whose signature appears there shall be the owner of the Ticket and shall be entitled to any Prize payable in respect of the Ticket.

Until such time as a signature is placed on the reverse side of a Ticket, a Valid 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 Valid 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.

10. REFUNDS IN CERTAIN CIRCUMSTANCES

- (a) In the event of a Cancelled Draw the Company 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 10 (a) must be claimed by the Player. The methods of claiming, payment, the validation of claims and (subject to Section 10 (c) the period within which such claims may be made shall be as determined by the Company 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 10 (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 Company nor any Lotto Agent shall in any circumstances be liable to pay interest in respect of refunds or payments made under this Section 10.
- (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.

11. GENERAL

- (a) The National Lottery's decisions and judgements in respect to the determination of a Valid 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 Valid 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 Valid 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.

12. 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 *Plus* 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.

13. DECISIONS OF NATIONAL LOTTERY BINDING

All decisions of The National Lottery concerning any *Plus* 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.