



# **GENERAL RULES FOR NATIONAL LOTTERY GAMES**

## **Issue 9**

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 6<sup>th</sup> 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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## 1. Introduction

The Minister for Public Expenditure and Reform has granted a licence to Premier Lotteries Ireland DAC authorising it to conduct the National Lottery on the Minister's behalf, in accordance with the National Lottery Act 2013.

These General Rules have been prepared by Premier Lotteries Ireland DAC to govern National Lottery Games and have been approved by the Regulator.

In addition to these General Rules, the Company will prepare and publish, subject to the Regulator's approval, schemes setting out the rules for each specific National Lottery game, as required by Section 45 of the Act. In the event of any conflict between these General Rules and the Game Rules, the Game Rules will prevail.

These General Rules will apply from the Effective Date.

Copies of Game Rules are available at National Lottery Headquarters.

Copies of Game Rules for Draw-Based Games are available at the premises of those Retail Sales Agents who sell Draw-Based Games and are also available at [www.lottery.ie](http://www.lottery.ie).

The official address to which correspondence must be sent is:

PREMIER LOTTERIES IRELAND DAC  
ABBEY STREET LOWER  
DUBLIN 1

The official address to which National Lottery Prize Game draw entries must be sent is:

THE NATIONAL LOTTERY  
(Name of National Lottery Prize Game)  
PO Box applicable to that draw entry  
Dublin 1

## 2. Definitions

The following words and terms used in these General Rules have the meanings given below, unless the context clearly indicates otherwise:

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

**Bar Code** means a machine-readable arrangement of numbers and parallel lines of different widths printed on a Ticket which can be electronically scanned;

**Book** means a batch of Tickets bearing a common book number;

**Book/ Ticket number** means the numeric or alphanumeric code printed to appear on each Ticket;

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

**Chief Executive** means the person appointed by the Company for the time being to be its Chief Executive or any other person to whom the Chief Executive's authority is lawfully delegated;

**Draw-Based Game** means a National Lottery Game, the results of which are determined by a draw. In which a player's selection of numbers (whether chosen themselves or selected on a random basis by the Central Computer System) is recorded on the Central Computer System;

**Effective Date** means the date that the Licence becomes operational;

**Final Draw** means a draw made from Tickets drawn in a Preliminary Draw, to determine those Ticket owners who will win a Prize as defined in the Game Rules, or will be invited to attend at and participate in a National Lottery Prize Game, such a draw(s) to be conducted in accordance with the procedures described in Rules 5.17 to 5.24 of these General Rules;

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

**Game Rules** are the rules which are issued by the Company for each Instant Lottery Game offered for sale;

**Instant Lottery Games/Scratch Card Games** means a scratch card Game which is played by revealing a hidden area on a Ticket, to display Play Symbols;

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

**Lottery Headquarters** means the principal administrative offices of the Company;

**Lottery Terminal** means the device (including its printer and any terminal adapter) provided by the Company to the Agent which amongst other things allows Tickets to be printed and winning Tickets to be validated;

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

**National Lottery** has the same meaning as in section 2 of the Act and includes all the lotteries conducted under the Licence, taken as a whole;

**National Lottery Prize Game** means a grand prize game, a TV game show or another Game or draw as determined by the Company. Each National Lottery Prize Game will be conducted in accordance with rules and procedures set down by the Company;

**Play Symbol(s)** mean the number(s) or symbol(s) appearing in the designated play area under the removable covering on the front of the Ticket;

**Preliminary Draw** means a draw of a designated number of Tickets to determine eligibility for inclusion in any Final Draw;

**Prize** means any award, financial or otherwise, awarded by the Company;

**Prize Claim Centre Agents** means such Retail Sales Agents designated by the Company to pay Prizes up to €14,999;

**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;

**Retail Sales Agent Authorisation** means the written agreement by which the Company grants authorisation to a person(s), corporate body or partnership to act as a National Lottery Retail Sales Agent;

**The Company** means Premier Lotteries Ireland DAC;

**Ticket** means a National Lottery Instant Lottery Game 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 these General Rules;

**Validation/Security Number** means the multi-digit numeric code which appears underneath the removable covering on the front of the Ticket;

Note: where the context so requires, in these General 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. Sale of National Lottery Instant Game Tickets

This Section sets out the Rules in relation to sale of Tickets to the public through appointed Retail Sales Agents.

3.1 The Company may authorise such persons as it may determine to sell Tickets.

The total number of persons who may be authorised to sell Tickets shall be determined by the Company with the consent of the Regulator.

An authorisation to sell Tickets shall be in the form of a written Retail Sales Agent Authorisation and shall be subject to such terms and conditions (including terms and conditions relating to the remuneration of persons by the Company in respect of the sale by them of Tickets, and the time, form and method of such remuneration) as may be determined by the Company with consent of the Regulator and specified in the authorisation.

3.2 A person (other than the Company) shall not sell, offer or expose for sale or invite an offer to buy or have in his possession for sale Tickets unless he is the holder of a Retail Sales Agent Authorisation under this Section entitling him to do so.

3.3 A person shall not sell or offer for sale a Ticket to a person under the age of eighteen years, or invite from such a person an offer to buy a Ticket.

3.4 Any person may apply for a Retail Sales Agent Authorisation to sell Tickets as a Retail Sales Agent by first filing with the Company an application on a form approved by the Company, giving all the information required on the form. The application may request authorisation for the Company to investigate the applicant's suitability including credit and criminal records. Canvassing will disqualify.

3.5 The following criteria shall preclude the Company from issuing a Retail Sales Agent Authorisation to an applicant. No Retail Sales Agent Authorisation shall be issued to an applicant:

- a) Who is under 18 years of age
- b) Who will be engaged exclusively in the business of selling Tickets
- c) Who is an employee of the Company
- d) Who is, or is owned or controlled by or affiliated with, a supplier of Tickets or a manufacturer of computer equipment used to determine winners in Draw-Based Games
- e) Who has been found to have violated any rule or order of the Company
- f) When any person, firm, association, or company other than the applicant controls the management of the affairs of the applicant.

3.6 Before licensing an applicant, the Company shall consider the factors set out below. In considering these factors, the Company shall seek to determine which



applicants will best serve the economical and efficient operation of The National Lottery through their Ticket sales. If the facts in respect of a particular applicant which are relevant to any of these factors lead the Company to determine that contracting with the applicant would not so promote the economical and efficient operation of The National Lottery, consonant with the public interest, or would not serve the public interest, convenience, or trust, the Company may deny the application.

- a) The Company shall consider the financial responsibility and security of the person and the person's business or activity, creditworthiness and integrity in past financial transactions.
- b) The Company shall consider the physical security of the applicant's place of business to determine that Tickets which are sold to the applicant, and the proceeds from Ticket sales, will be kept safe.
- c) The Company shall consider the accessibility of an applicant's place of business or activity to the public. The company's purpose shall be to authorise applicants who have regular contact with significant numbers of persons at the applicant's place of business.
- d) The Company shall consider the sufficiency of existing retailers to serve the public interest.
- e) The Company shall consider the volume of expected sales by the applicant.
- f) The Company shall consider the types of products, services, or entertainment offered at the applicant's place of business. The Chief Executive shall determine whether the aforementioned products, services, or entertainment are generally acceptable to the public and whether they bear adversely upon the general credibility, integrity, and reputation of the Company.
- g) The Company shall consider the experience, character and general fitness of the applicant. Issuing a Retail Sales Agent Authorisation to the applicant must be consistent with the public interest, convenience and trust.
- h) The Company shall consider the veracity and completeness of the information submitted with the retailer's application.
- i) The Company shall consider the criminal history of the applicant and may revoke or refuse to issue a Retail Sales Agent Authorisation to any applicant when the applicant has been convicted at any time of any crime.
- j) The Company shall consider any other factors pertaining to the public interest, welfare, convenience or trust.

- 3.7 The Company shall, in accordance with the provisions of the Act and the rules of the Company, authorise as Retail Sales Agents to sell Tickets such persons as in its opinion will best serve the public convenience and promote the sale of Tickets.
- 3.8 Every holder of a Retail Sales Agent Authorisation shall renew such Retail Sales Agent Authorisation annually, or at such other time as required by the Company.
- 3.9 Every Retail Sales Agent shall prominently display his Retail Sales Agent Authorisation or a copy thereof in an area visible to the general public.
- 3.10 The Retail Sales Agent shall maintain and display all promotional materials in conjunction with Tickets sales in accordance with good business practice and as specified by the Company.
- 3.11 No person may sell a Ticket at a price other than that established in accordance with these Rules or give Tickets away for free.
- 3.12 No person other than a duly licensed Retail Sales Agent may sell Lottery Tickets except that a person who has lawfully purchased Tickets may make a gift of Lottery Tickets to another. Nothing shall prohibit the Company from designating certain of its employees to sell Lottery Tickets directly to the public.
- 3.13 A Retail Sales Agent shall not sell a Ticket from a book which has been delivered to another Retail Sales Agent.
- 3.14 A Retail Sales Agent may not sell a Ticket away from locations listed in his Retail Sales Agent Authorisation.
- 3.15 A Retail Sales Agent shall not sell Tickets to any person who the Retail Sales Agent knows, or reasonably ought to know, is likely to resell them in the course of business.
- 3.16 A Retail Sales Agent shall not sell Tickets via the internet or by mail order (or other distance selling method) without receiving prior authorisation from the Company.
- 3.17 A Retail Sales Agent shall not sell Tickets in premises where alcohol is served for consumption on the premises. Retail Sales Agents in premises where alcohol is served for consumption on the premises who were appointed prior to 30 November 2013 remain exempt from this restriction.
- 3.18 A Retail Sales Agent's Authorisation may be revoked, suspended or its renewal rejected by the Company, for one or more or all of the outlets listed thereon for any one or more of the following reason:
  - a) If the Retail Sales Agent has violated any provisions of law or these Rules as amended from time to time or terms of Retail Sales Agent Authorisation or any other directives of the Company.
  - b) If the Retail Sales Agent's application for a Retail Sales Agent Authorisation or other representations to the Company, its agents and employees, contain false or misleading information.

- c) If, at the discretion of the Company, such revocation, suspension or rejection of renewal is in the best interests of the Company and the public welfare.
- d) The Retail Sales Agent shall be required to meet certain sales targets. These sales targets shall be determined by the Company for each Retail Sales Agent and may vary from time to time at the Company's discretion.
- e) Whenever the Retail Sales Agent fails to take reasonable security precautions with regard to the handling of Tickets and other materials.
- f) If there is a history of thefts or other forms of losses of Tickets or revenues from the premises of the Retail Sales Agent.
- g) Whenever the Retail Sales Agent's business address is changed.
- h) Whenever a Retail Sales Agent commits, or his employees commit, any act which seriously impairs his reputation for honesty and integrity.
- i) Whenever the Retail Sales Agent does not display Lottery point-of-sale material in a manner which can be readily seen by the public, fails to make hand-out materials readily available to the public, or otherwise fails to adequately promote the sale of Tickets to the public.
- j) Whenever the Retail Sales Agent is delinquent in making required accounting or fails to pay on schedule all monies owed to the Company.
- k) Whenever the Retail Sales Agent has been convicted of a crime other than a traffic offence.
- l) Whenever the Retail Sales Agent and/or his employees have been arrested or convicted of any forms of illegal gambling.
- m) Whenever the Retail Sales Agent has been found guilty of any fraud or misrepresentations.

3.19 The Company may revoke or suspend without notice, or a hearing, the Retail Sales Agent Authorisation of any Retail Sales Agent who violates any rule issued by the Company. However, if the Company does revoke a Retail Sales Agent Authorisation without notice and an opportunity for a hearing, the Company shall, by appropriate notice, afford the person whose Retail Sales Agent Authorisation has been revoked, an opportunity for a hearing within thirty days after the revocation order has been issued. As a result of any such hearing, the Company may confirm its action by revoking the Retail Sales Agent Authorisation or it may order the restoration of such Retail Sales Agent Authorisation. The decision of the Company is final. Upon notice of revocation, the Retail Sales Agent shall surrender immediately to the Company his Retail Sales Agent Authorisation and other National Lottery materials supplied to him by the Company.

- 3.20 Retail Sales Agents shall be entitled to a sales commission in such percentage or amount as specified in the Licence.
- 3.21 A Retail Sales Agent's Authorisation is personal to that Retail Sales Agent and the rights and obligations granted shall not be assigned, transferred, sub-contracted, charged or otherwise disposed of in any manner by the Retail Sales Agent, nor shall the Retail Sales Agent attempt to do any of the same. If there is a significant change in the nature of a Retail Sales Agent's business, the Retail Sales Agent must notify the change immediately in writing to the Company. Upon consideration of the change, the Company, at its discretion, may confirm the Retail Sales Agent Authorisation or require the Retail Sales Agent to make an application for retention of the Retail Sales Agent Authorisation.
- 3.22 If ownership of a Retail Sales Agent's business changes so that the shareholder(s) at the time of issue of the Retail Sales Agent Authorisation cease to have a majority shareholding, the change must immediately be notified to the Company with an application for retention of the Retail Sales Agent Authorisation. The Company, at its discretion, may decide to retain or revoke the Retail Sales Agent Authorisation.
- 3.23 If the ownership of a Retail Sales Agent's business changes such that the shareholder(s) at the time of issue of the Retail Sales Agent Authorisation at some subsequent time allow their shareholding to fall to 80% or less of the shareholding of the business, the Company shall be notified immediately of such change in writing. The Company may, at its discretion, request an application for retention of the Retail Sales Agent Authorisation.
- 3.24 In the event that the Company denies a request to retain a Retail Sales Agent Authorisation, the persons in control or who are in ownership or otherwise entrusted with the Retail Sales Agent Authorisation of said business are to deliver forthwith said Retail Sales Agent Authorisation and any other material given by the Company to the field sales representatives and to terminate all sales of Tickets or other Lottery business until otherwise notified by the Company.
- 3.25 In the event that a Retail Sales Agent wishes to surrender his Retail Sales Agent Authorisation for any reason, he may do so by giving one month's notice to the Company of his intention, during which time a representative of the Company will call at the Retail Sales Agent's premises to collect the Retail Sales Agent Authorisation and all property of the Company and to effect a reconciliation of the accounts.
- 3.26 The Company may authorise special Retail Sales Agents in conformity with the law. A special Retail Sales Agent Authorisation is one subject to such conditions or limitations as the Company, at its discretion, may deem prudent and which is consonant with the general welfare of the people, and the operations and integrity of the Company. These limitations or conditions may include, but are not limited to:

- a) Length of Retail Sales Agent Authorisation period
- b) Hours or days of sale
- c) Location of sale
- d) Specific persons who are allowed to sell Tickets
- e) Specific sporting, charitable, social or other special events where Lottery Tickets may be sold if in conformity with law.
- f) Special Lottery Tickets for special Prizes at specific intervals.

Specially authorised Retail Sales Agents shall be subject to these rules.

3.27 The following general obligations shall apply to Retail Sales Agents:

- a) All Tickets accepted by the Retail Sales Agents on delivery shall be considered the responsibility of the Retail Sales Agent and all Tickets, once activated, must be paid for in the manner specified by the Company.
- b) All lost or missing Tickets are the Retail Sales Agent's responsibility.
- c) Each Retail Sales Agent shall abide by the law, these General Rules, terms of the Retail Sales Agent Authorisation and all other directives or instructions issued by the Company, and must update the rules manual as advised by the Company.
- d) Representatives of the Company shall be entitled at all reasonable times (upon production of identification) to:  
inspect all equipment provided by the Company at the authorised Retail Sales Agent location and all records relating to their use and extract reports where necessary.
- e) All property given to a Retail Sales Agent remains the property of the Company and, upon demand, the Retail Sales Agent agrees to deliver forthwith the same to the Company.
- f) All books and records pertaining to the Retail Sales Agent's Lottery activities shall be made available for inspection at reasonable hours, upon demand, to the Company.
- g) No Retail Sales Agent shall advertise or otherwise display advertising in any part of the Retail Sales Agent's premises as an authorised location which may be considered derogatory or adverse to the operations or dignity of the National Lottery, and the Retail Sales Agent shall remove the same forthwith if requested by the Company.
- h) The Retail Sales Agent will sell Tickets only at the authorised address or addresses.
- i) The Retail Sales Agent and/or staff will attend training sessions as organised by the Company.

- j) The Retail Sales Agent must provide a telephone line at his premises.
  - k) The Retail Sales Agent must sell Tickets at the price determined by the Company.
  - l) The Retail Sales Agent must maintain high business standards and deal courteously with purchasers of Tickets.
  - m) The Retail Sales Agent will maintain at his expense a policy of insurance to cover the Ticket stock.
  - n) The Retail Sales Agent must maintain a current bank account from which a direct debit mandate will be drawn.
  - o) The Retail Sales Agent must conform to the instructions and requirements set forth in the instructions to Authorised Retail Sales Agents made available to him by the Company relative to the delivery and return of Tickets and other Lottery business including, but not limited to, the location and display of Lottery literature.
  - p) The Retail Sales Agent must verify Prize claims by officially validating the Prize on his Ticket validation terminal and must pay Prize claims on Tickets purchased both from his retail outlet or from any other authorised Retail Sales Agent, provided the validation procedures are performed on those Tickets subject to specified Prize limits.
- 3.28 No Tickets may be sold after the announced close of a Game, unless specifically authorised by the Company.
- 3.29 No Ticket shall be sold to any person under the age of eighteen, 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 Lottery Ticket or share to any person under the age of eighteen shall be liable to prosecution.
- 3.30 All Ticket sales shall be final and no reimbursement shall be made for sold Tickets.
- 3.31 It is the responsibility of the player to verify at the time of purchase that he in fact received what was requested and to rectify any discrepancy immediately.
- 3.32 Retail Sales Agents are prohibited from exchanging books with other Retail Sales Agents.
- 3.33 Retail Sales Agents must denote completed payment of Prizes by punching a hole through the bar code on the Prizewinning Tickets and by subsequently destroying the Tickets. They may be asked by the Company to retain them until the book has been sold.
- 3.34 Incentive Prizes may be awarded by the Company to Retail Sales Agents who sell certain categories of winning Tickets, the nature and form of which Prizes will be determined by the Company.

3.35 No Retail Sales Agent or his employees shall attempt to ascertain the numbers or symbols appearing in the designated areas under the removable security coverings or otherwise attempt to identify winning Tickets.

3.36 In the event that Tickets that have been dispatched by the Company to a Retail Sales Agent are lost or stolen, the following shall apply:

- a) While in transit the Tickets are the responsibility of the transport company. When the Retail Sales Agent has accepted and signed for the Tickets, they become the responsibility of the Retail Sales Agent.
- b) The party responsible for the Tickets must report any theft to both the Gardai and the Company immediately and provide the Company with book numbers of the Tickets stolen.
- c) The Tickets stolen shall be removed from the list of valid Tickets and shall not be entitled to any Prize.

3.37 The terms and conditions of an authorisation to sell Tickets may be altered, added to and/or removed from time to time by the Company at its discretion.

## 4. Instant Lottery Game Rules

For each Instant Lottery Game the Company shall make and publish Game Rules specific to that Game. The following general rules apply to all Instant Lottery Games.

4.1 To be a valid Ticket the following conditions must be met:

- a) One, and only one, Play Symbol must appear in each designated play spot, in the manner specified in the Game Rules.
- b) Each of the Play Symbols must be spelled out in captions underneath and each symbol must agree with its caption, where applicable.
- c) Each of the Play Symbols and its caption, where applicable, must be present in their entirety, be printed in grey/black ink and be fully legible.
- d) The validation/security number must be present in its entirety, must be legible, and must correspond, using the Company's codes, to the apparent Play Symbols on the Ticket.
- e) The Bar Code where applicable must be present in its entirety.
- f) The Ticket must be fully intact.
- g) The Book/Ticket number must be present on the Ticket in its entirety and must be legible.
- h) The Ticket must not be mutilated, altered, unreadable, or tampered with in any manner.
- i) The Ticket must not be counterfeit in whole or in part.
- j) The Ticket must have been issued by the Company in an authorised manner.
- k) The Ticket must not be stolen.
- l) The Play Symbols, Book/Ticket number and validation/security number must be right side up and not reversed in any manner and the validation/security number must be printed in grey/black ink.
- m) The Ticket must be complete, not blank, or partially blank, must not have a hole punched through it, must not be miscut, must not be marked "Void", and on the face of the Ticket must have exactly one (1) Play Symbol and one (1) caption where applicable in each of the play spots, exactly one (1) validation/security number and exactly one (1) Book/Ticket number.
- n) The validation/security number of an apparent Prize winning Ticket must appear on the Company's official file of validation security/numbers of winning Tickets, and a Ticket with that validation/security number must not have been previously redeemed.



- o) The Ticket must not be misregistered, defective, or produced in error.
  - p) The display printing must not be irregular in any respect.
  - q) The Ticket must pass all additional confidential validation tests of the Company.
  - r) The Ticket must have been purchased through an authorised Retail Sales Agent and be purchased before the official close of the Game.
- 4.2 Any ticket not passing all the validation tests mentioned above, is void and is ineligible for any Prize. In all cases of doubt, the decision of the Company will be final and binding. However, the Company may, at its discretion, replace an invalid ticket with a valid unplayed Ticket or Tickets.
- 4.3 Should a defective ticket be purchased, the only responsibility of the Company shall be replacement of the defective ticket, with a valid unplayed Ticket of equivalent sales price, or refund of the purchase price of the Ticket.
- 4.4 The Company will not be responsible for lost or stolen Tickets.
- 4.5 The Company will not be responsible for Tickets redeemed in error for a lower Prize at a Retail Sales Agent location.
- 4.6 The Company shall not be obliged to pay any Prizes which are not claimed within 90 days of the announced end of the relevant Instant Lottery Game.
- 4.7 After the expiration of 90 days from the announced end of an Instant Lottery Game, all unclaimed Prizes will be forfeited. The unclaimed prize money shall be allocated to a special reserve fund to be utilised by the Company as agreed with the Regulator from time to time.
- 4.8 Where a winning Ticket is presented either to the Company or a Retail Sales Agent by a person other than the purchaser and the Ticket passes all the validation tests, the payment of the Prize shall discharge the Company from any liability to the purchaser. In all other cases, the Company will be discharged from any liability after payment of Prizes.
- 4.9 The Retail Sales Agent shall validate and pay Prizes in accordance with the Company's procedures and the following criteria:
- a) Retail Sales Agents are required to pay all Prizes up to and including €100;
  - b) Retail Sales Agents have a discretion whether to pay Prizes over €100 up to and including €2,500 except for Prize Claim Centre Agents which are required to pay Prizes within this range;
  - c) Prize Claim Centre Agents are required to pay Prizes over €2,500 up to and including €14,999. Prizes equal to or in excess of €15,000 can only be paid at Lottery Headquarters.

Alternatively, these Prizes may be claimed by posting the Ticket, together with a completed claim form, to Lottery Headquarters at the claimant's sole risk.

Following validation, a cheque for the amount claimed will be either presented to or forwarded to the claimant.

In the event that the claim is invalid, the claim shall be denied and the claimant shall be notified accordingly.

- 4.10 Prizes equal to or in excess of €15,000 can only be claimed at Lottery Headquarters by the claimant, following completion of a claim form and validation procedure. The Ticket and completed claim form may be posted to Lottery Headquarters by the claimant at the claimant's sole risk. If valid, claims will be paid by cheque from Lottery Headquarters. In the event that the claim is invalid, the claim shall be denied and the claimant shall be notified accordingly.
- 4.11 Winners of prizes of €15,000 or more who are unable to attend Lottery Headquarters for a stipulated reason may alternatively, and following confirmation from the Company's claims team, post a claim form and all required documentation to Lottery Headquarters at the winner's sole risk. Alternatively, and notwithstanding any other provision in these rules, a member of the Company's claims team may visit the winner to take receipt of all relevant documentation. If valid, claims will be paid by cheque. This will be reviewed by the Company's claims team on a case-by-case basis. The remote prize claims process will be provided to winners at the Company's discretion.
- 4.12 Prizes won in a National Lottery Prize Game, or other game or draw, will be paid at the time of the National Lottery Prize Game or such other game or draw at the discretion of the Company.
- 4.13 The Agent is authorised to pay Prizes up to and including its Prize payment limit only. Payment of these Prizes may only be made to the bearers of winning Tickets after they have been duly validated in accordance with the Company's rules and procedures. The Company will be discharged from any liability after payment of a Prize(s).
- 4.14 The price of an Instant Lottery Game Ticket shall be determined by the Company and set out in the Game Rules for each Game. No Ticket may be offered for sale other than at the price specified,
- 4.15 Winners of an Instant Lottery Game are determined by scratching the Ticket to see if the revealed Play Symbols or alignment of Play Symbols match the winning Play Symbols specified in the relevant Game Rules.
- 4.16 The Prize structure of an Instant Lottery Game shall be determined by the Company and may consist of various Prize tiers. The value limits of each tier shall be set out in the relevant Game Rules.
- 4.17 The Prize structure of an Instant Lottery Game may also contain Prizes based on draws.

The frequency of draws, if any, the means of entry into any such draws, and the methods of conducting the drawing process, shall be determined by the Company and announced publicly. Such announcement or announcements will be disseminated through media used to advertise or promote the Game or through other normal communications media.

Tickets which are forwarded for entry to a draw under the conditions specified in a particular Game should be completed and posted or hand delivered to the specified draw entry address at the Lottery Headquarters. Tickets will be held under security conditions for entry into the appropriate draw.

No responsibility will be accepted for incomplete Tickets or Tickets with illegible names or addresses.

Should the back of a draw Ticket not be filled out or be illegible, another Ticket will be drawn in its place.

Should an incomplete Ticket bear sufficient legible information to enable useful enquiry with a view to have the omissions supplied, the Company will make all reasonable efforts to do so according to procedure.

The omissions must, however, be supplied in time to enable the Ticket claim entry to a draw that will allow payment of any Prize won within 90 days of the announced end of the relevant Instant Lottery Game.

Should any Ticket be rejected during or following a draw, the sole remedy shall be to select another Ticket to replace the rejected Ticket according to procedure.

The Company will make all reasonable efforts to ensure that claimed entry Ticket winners are entered into the relevant draw. The Company however, accepts no responsibility for lost or misplaced Tickets.

If a Prize won is an opportunity to participate in a public draw or Game, said opportunity shall be personal to the owner of any Ticket winning such Prize, and, except as authorised by the Company in writing, no person other than said owner shall be entitled to participate in said public draw. Any authorised proxy shall comply with terms specified by the Company.

Entry into other draws will be subject to the conditions outlined in the Game Rules for that particular Game.

- 4.18 No Ticket shall be purchased by, and no Prize will be paid to, any board member, officer or employee of the Company or any contractor or subcontractor involved in the production of Instant Lottery Tickets for the Company or any other person prohibited by the Act.

If such a person becomes the owner of a Lottery Ticket he shall not be eligible for any Prize. If any Prize is awarded, such a Prize shall be returnable to the Company.

- 4.19 No right of any person to a Prize drawn shall be assignable, except that payment of any Prize drawn may be paid to the estate of a deceased Prize winner, and except that any person pursuant to an appropriate judicial order may be paid according to said judicial order. The Company shall be discharged of all liability upon payment of a Prize pursuant to this rule.
- 4.20 Until such time as a signature and corresponding name are entered into the places on the rear portion of a Lottery Ticket which has been sold, the Ticket shall be deemed to be owned by the bearer of the Ticket. When a signature and corresponding name are entered into the places on the rear of the Ticket designated therefore, the person whose name and signature appear thereon shall be deemed to be the owner of the Ticket and shall be entitled to any Prize attributable to the Ticket. Only a correct name may be used, the use of a nom de plume or pseudonym may render the Ticket ineligible for a Prize.
- If more than one name appears on the rear of the Lottery Ticket, one of those persons whose name 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 of all other persons whose name appear on the rear of the Ticket. The Company for its purposes will recognise only one (1) person as the owner of a Ticket. If a Ticket is presented to the Company that does not have a name appearing on the back of the Ticket, payment will be made to the name appearing on the claim form submitted with the Ticket.
- In the event that there is an inconsistency in the information submitted on the claim form and/or on the winning Ticket, the Company shall make an investigation and withhold all winnings which may be due to the Ticket owner until such time as the claimant satisfies the Company that he is the proper person to whom the Prize should be paid.
- 4.21 Proof of identity of Prize claimant may be required.
- 4.22 All National Lottery Tickets are subject to Lottery validation criteria at any stage prior to Prize payment. The Company reserves the right to withhold payment of Prize until it is entirely satisfied as to the validity of any Ticket and the claimant's bona fides.
- 4.23 Whereas people 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 Company.
- 4.24 The Company may use the names, addresses, and photographs of winners in any Lottery promotion, with the agreement of said winners.
- 4.25 All Prizes shall be paid within a reasonable time after the claims are verified by the Company.

- 4.26 Certain Prizes may be paid by annuity determined by the Company and published in the Game Rules. In no circumstances will the payment of such Prize money be accelerated beyond its normal dates of payment. The first payment will be made as soon as practical after the Prize award. Subsequent annual instalment payment will be made thereafter on the anniversary dates of the first payment in accordance with the type of Prize awarded. The Company may, at any time, delay any payment in order to review a change of circumstances relative to the Prize awarded, the payee, the claim, or any other aspect.
- 4.27 The Company will announce a termination date for each Instant Lottery Game after which no further Tickets may be sold, a final acceptance date for draw-entries, and the date of any final National Lottery Prize Game. Such announcement or announcements will be disseminated through media used to advertise or promote the Game or through other normal communications media.
- 4.28 The Game Rules include the total number and value of Prizes available for each Prize amount in the relevant Scratch Card Game, together with the approximate odds of winning any particular Prize amount. The information is based on the Scratch Card Game as designed and is based on the number of Tickets specified in the respective Game Rules.

The number and value of Top Prizes is guaranteed to be in agreement with the Game Rules for each Scratch Card Game.

The actual number of Tickets in each Scratch Card Game is subject to immaterial variations due to production, printing, security and audit measures in bringing Scratch Card Games to market.

As a result, there can be immaterial variations in the number and value of prizes other than Top Prizes, and in the weighted average prize percentage and of the approximate odds of winning a Prize. For Games in market, the number of prizes available, and the odds of winning a prize, varies as Tickets are sold and Prizes won. Games may be withdrawn from market prior to a complete sell-out.

## 5. Conduct of Draws

- 5.1 All draws and games may be attended by members of the public subject to invitation or written request. The Company reserves the right to limit the number of attendants at any draw or game.
- 5.2 Tickets bearing a symbol (e.g. a star) in a predetermined number of play panels as defined in the Game Rules are eligible to enter a Preliminary Draw to determine the entrants into a Final Draw leading to the winning of a Prize, as determined in the Game Rules or to a National Lottery Prize Game.
- 5.3 Each Preliminary Draw will be conducted in accordance with procedures set down by the Company.
- 5.4 The format, intervals and location of Preliminary Draws may vary from time to time, as decided by the Company and will be publicly announced.
- 5.5 A Ticket eligible for inclusion in a Preliminary Draw will be a Ticket that conforms to the following criteria:
- a) The Ticket has been individually sealed in a designated correctly stamped envelope posted to arrive at The National Lottery draw-entry address no later than 10am on the day of the draw.

or

  - b) The Ticket has been individually sealed in a designated envelope and the envelope inserted along with another sealed designated envelope or envelopes containing individual Tickets in one outer correctly stamped and sealed cover to arrive at the National Lottery draw-entry address no later than 10 am on the day of the draw.

or

  - c) The Ticket has been enveloped and sealed as in (a) or (b) and is hand-delivered to Lottery Headquarters no later than 10 am on the day of the draw.
- 5.6 A Ticket arriving by any means or under any conditions other than above, may be rejected for inclusion in a draw in which case there will be no referral or correspondence.
- 5.7 In the event of a Ticket arriving correctly enveloped and sealed, but too late for inclusion in a particular Preliminary Draw, it will be securely held for inclusion in the next Preliminary Draw where applicable.
- 5.8 All entries will be thoroughly and randomly mixed in an appropriate draw receptacle prior to any draw.
- 5.9 All draw procedures will be conducted under security conditions.

- 5.10 Each Preliminary Draw will consist of a designated number of envelopes or Tickets being drawn by an official of the Company, or a Company appointee, in the presence of two other officials of the Company and an appointed independent observer.
- 5.11 Each drawn envelope will be opened in the presence of at least two Company officials and an appointed independent observer and the Ticket number immediately logged. Should an envelope contain more than one Ticket, one Ticket only will be drawn and logged and that Ticket will qualify as being drawn.
- 5.12 Each drawn Ticket will be subjected to a validation process.
- 5.13 To be eligible for inclusion in any Final Draw or National Lottery Prize Game, a Ticket drawn in a Preliminary Draw must conform to the following criteria:
- a) The Ticket is a genuine National Lottery Ticket, which has been purchased through an authorised Retail Sales Agent.
  - b) The Ticket bears the correct symbol or symbols denoting draw-entry eligibility or satisfies whatever other draw-entry eligibility criteria that may be decided from time to time by the Company.
  - c) The Ticket passes all the validation tests of the Company.
  - d) The Ticket has been legibly completed with the owner's name, address and signature.
- 5.14 In the event that a drawn Ticket fails any of the above criteria, it will be rejected for inclusion in any further draw or game and another Ticket will be drawn in its place.
- 5.15 Each drawn and validated Ticket will be sealed in a special envelope and, except in those cases where the Final Draw is held immediately after the Preliminary Draw, the sealed envelopes will in turn be sealed in a special container and the container will be held under security conditions until immediately prior to the applicable Final Draw.
- 5.16 At the end of the Preliminary Draw all undrawn Tickets will be securely transported for destruction under supervision.
- 5.17 Each Final Draw will be conducted in accordance with procedures set down by the Company.
- 5.18 The format, intervals and location of Final Draws may vary from time to time as decided by the Company, and will be publicly announced.
- 5.19 Tickets included in a Final Draw will be Tickets drawn in a Preliminary Draw and deemed valid.
- 5.20 A Final Draw format will be the transfer of all envelopes from the special container to a draw receptacle, and the subsequent drawing from the draw receptacle by an official, or appointee of the Company, of a decided number of envelopes, with at

- least three full revolutions of the draw receptacle taking place before the draw commences.
- 5.21 All Final Draws will be conducted in the presence of at least two Company officials and an appointed independent observer.
- 5.22 When an envelope is drawn, it will be opened, and the name and address of the Ticket owner publicly announced.
- 5.23 Each Final Draw Prize will consist of a Prize as defined in the Game Rules or an invitation to the owner of the drawn Ticket, as defined in these General Rules, to attend at, and participate in, a National Lottery Prize Game appropriate to that Final Draw.
- 5.24 In the event that an invitee or invitees are unwilling to participate in a National Lottery Prize Game or to appoint, where rules allow, or have appointed by the Company, a proxy to participate on their behalf, or are found to be precluded from ownership of a Ticket under the Act, the invitee shall be declared ineligible and the Ticket void. In such an event a reserve Ticket(s) will be drawn in accordance with the normal procedures of the Company.
- 5.25 National Lottery Prize Game invitees will be contacted in accordance with Company procedures and advised of the date, time and venue of the relevant National Lottery Prize Game.
- 5.26 The format, intervals and locations of National Lottery Prize Game may vary from time to time as decided by the Company, and will be publicly announced.
- 5.27 Each National Lottery Prize Game will be conducted in the presence of at least two Company officials and an appointed independent observer.
- 5.28 The Company reserves the right to vary the format of a National Lottery Prize Game including the number of eligible entrants to be drawn and the value and number of Prizes, subject to the approval of the Regulator.
- 5.29 Participants in a National Lottery Prize Game will be the owners of Tickets drawn in a Final Draw who have been invited to, and have agreed to participate in, a National Lottery Prize Game, or in exceptional circumstances, their proxies.
- 5.30 A proxy will be substituted to participate in a National Lottery Prize Game in place of and on behalf of an invitee if:
- a) An invitee is contacted but, for a reason considered valid by the Company (e.g. illness, a bereavement, etc) is unable to attend or participate:
  - or
  - b) An invitee cannot be contacted in time;
  - or



- c) An invitee has died in the interim between submitting the winning Ticket and the date and time of the National Lottery Prize Game;  
or
  - d) At the time of a National Lottery Prize Game an invitee is deemed to be under the influence of intoxicants or drugs or is otherwise deemed unfit to participate.
- 5.31 Only the invitee with the agreement of the Company, or the Company, has the right to appoint a proxy.
- 5.32 An acceptable proxy may be a close relative or friend of an invitee by agreement in writing with the Company, or a person appointed by the Company.
- 5.33 The final arbiter in the appointment of a proxy will be the Company.
- 5.34 In the case of an invitee transpiring to be under 18 years of age, a parent or guardian must act as a proxy, or, failing the availability or acceptability of either, the Company will appoint one.
- 5.35 A proxy must, prior to participating in the National Lottery Prize Game, sign a form assigning all rights to any Prize won, to the person he represents.
- 5.36 No official or employee of the Company or any person precluded from owning a Ticket under the Act may act as a proxy.

## 6. Draw-Based Games

- 6.1 Whereas these Game Rules apply to Draw-Based Games in the event of any conflict between these Game Rules and a specific set of Draw-Based Game Rules then the specific Draw-Based Game Rules will apply.
- 6.2 In addition to the above a Player does not have, nor does a Player acquire, any proprietary interest or ownership rights in any combination of numbers on a Draw-Based Game ticket or a playslip whether or not the combination contains winning numbers in that Draw-Based Game.

## 7. Other General Rules

This Section sets out the remaining General Rules of the National Lottery.

- 7.1 The Company's decisions and judgement in respect of the determination of a winning Ticket or of any other dispute arising from the payment or awarding of Prizes shall be final and binding upon all participants in the Lottery unless otherwise provided by law and these General Rules. In the event a dispute arises relative to the winning Ticket, a claim from, the payment, or the awarding of any Prize, the Company may withhold payment of the Prize winnings until a decision has been reached.
- 7.2 In the event that a dispute between the Company and the Ticket owner occurs as to whether the Ticket is a winning Ticket, and if the Ticket Prize is not paid, the Company may, solely at the Company's option, replace the disputed Ticket with an unplayed Ticket (or Ticket of equivalent sales price from any other current Game). This shall be the sole and exclusive remedy for the owner of the Ticket (except as otherwise may be provided by the law or these General Rules).
- 7.3 The Company's decisions shall be final and binding in the event of any controversy or confusion in the interpretation and application of these General Rules or of any other procedure employed by the Company.
- 7.4 The Company may amend, modify or otherwise change these General Rules and, subject to the consent of the Regulator and upon full compliance with law, said amendments, modifications or changes shall become as effective and applicable as if part of the original General Rules.
- 7.5 In purchasing a Ticket, the customer agrees to comply with the law of the Republic of Ireland, these General Rules, the relevant Game Rules and final decisions of the Company, and all procedures and instructions established by the Company for the conduct of the Game.
- 7.6 The terms "Irish National Lottery" or "National Lottery" or their equivalent in Irish, or any term closely resembling them whether in the Irish or the English language, are the property of the Regulator and it is an offence for any person other than the Company to use them in connection with a Game.

- 7.7 The Company or any authorised Retail Sales Agent may refuse to sell Tickets to any person without giving reasons.
- 7.8 Any person who alters or attempts to alter a 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.