

## **Version 4.1**

### **General Terms and Conditions for myLotto24.co.uk**

Last update: 30.08.2018

Please read these General Terms and Conditions and the Privacy Policy carefully before using the Web Site [www.mylotto24.co.uk](http://www.mylotto24.co.uk) ('Web Site'). By opening a Player Account (as defined below) and by clicking the button that confirms the placement of a Bet (as defined below) or the purchase of an Instant Win Game ticket Players accept and agree to these Terms (as defined below), all applicable statements and explanations appearing on the Web Site (in particular descriptions of the different Products (as defined below), probability of winning and results) and the Privacy Policy as amended from time to time. These together constitute a legally binding agreement between myLotto24 and each Player, governing the operation of the Web Site, the opening and operation of Player Accounts and the operation of the Betting on Lotteries (as defined below) and Instant Win Games. As per Condition 1.2 below, it is recommended that you print and/or download a copy of these Terms for your records.

If you do not agree to these Terms (or any part of these Terms), you must not open a Player Account or place any Bets or purchase an Instant Win Game ticket.

The Web Site is operated by myLotto24 Limited ('myLotto24'), a company registered in England with company number 06131579 and with its address at Suite 1, 3rd Floor, 11-12 St. James's Square, London SW1Y 4LB.

myLotto24 is licensed and regulated by the British Gambling Commission. The licence number of myLotto24 can be found at the bottom of each page of the Web Site. Details of the Gambling Commission can be found at: [www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk).

These Terms and/or the Privacy Policy may be changed or updated by myLotto24 at any time, including due to: (a) changes in myLotto24's policies or how myLotto24's business operates; (b) changes in the legal or regulatory requirements that myLotto24 must comply with; or (c) to reflect changes in the functionality of the Web Site. myLotto24 will post any new or revised version of the Terms and/or the Privacy Policy on the Web Site. myLotto24 will also notify Players of any material changes to these Terms and/or Privacy Policy by an appropriate method (for example, by e-mail to the e-mail address specified in the Player's Player Account or via a notice on the Web Site) before such changes come into effect. By continuing to use the Web Site after such changes come into effect, a Player accepts and agrees to comply with the revised Terms and/or Privacy Policy (as applicable). If a Player does not agree with any part of the revised Terms and/or Privacy Policy (as applicable), they should stop using the Web Site and terminate and close their Player Account in accordance with Condition 4.5. No other modification to these Terms shall be valid unless myLotto24 has agreed to it in writing.

These Terms are comprised of:

Section A: Terms relating to Player's use of the Web Site and Player Accounts

Section B: Terms relating to Bets on Lotteries and Instant Win Games

Section C: General terms

## **1 Introduction**

### **1.1 The Web Site enables Players to**

a) place Bets with myLotto24 on the outcome of certain lottery draws. Please note that myLotto24 does not provide Players with the opportunity to purchase lottery tickets for the lotteries specified below in this Condition 1.1a). Players are placing Bets with myLotto24 on the outcome of the Lotteries and are therefore participating in so-called lottery betting ('Lottery Betting' or 'Betting on Lotteries' or 'myLotto24 Game'). The lotteries which Players can currently bet on the outcome of are (each a 'Lottery', and together, 'Lotteries'):

- the Irish Lotto operated by Premier Lotteries Ireland;
- the lottery LOTTO 6 of 49 operated by the members of Deutscher Lotto- und Totoblock;
- the lottery Eurojackpot operated by several lotteries in different European countries;
- the Spanish Christmas lottery (Lotería de Navidad) operated by the Spanish government lottery Loterías y Apuestas del Estado;
- the United States lottery Cash4Life operated by the New York State Gaming Commission;
- the United States lottery Powerball operated by the members of the Multi-State Lottery Association;
- the United States lottery Mega Millions operated by the members of the Multi-State Lottery Association; and

b) participate in virtual games operated by myLotto24 (which do not relate to the Lotteries) (each an 'Instant Win Game', and together, 'Instant Win Games').

1.2 myLotto24 does not maintain a record of the version of these Terms in force, and accepted by each Player, at the time of registering, placing a Bet or purchasing an Instant Win Game ticket. Players can make a durable copy of these Terms by printing and/or downloading a copy from the Web Site.

## **2 Definitions**

In these Terms, unless stated otherwise, the words and expressions set out below shall have the following meanings:

'Balance' – the balance in a Player Account of that Player's deposits, Stakes and Winnings.

'Bet' – the placement of a bet with myLotto24 by Player on the outcome of a Lottery draw.

'Cash4Life Winning Ticket' – a winning ticket for the relevant draw of Cash4Life operated by the New York State Gaming Commission.

‘Credit Card’ – any kind of credit card providing payment, credit and/or similar functions.

‘DLTB’ – the members of the Deutscher Lotto- und Totoblock that operate or co-operate the lotteries LOTTO 6 of 49 and Eurojackpot in Germany.

‘Eurojackpot Jackpot’ – the aggregate amount payable by DLTB in respect of all winning tickets in Prize Category 1 of the relevant draw of Eurojackpot, as announced by DLTB (or, where no such winning ticket is announced, the amount that would have been payable by DLTB had there been a winning ticket in Prize Category 1 of the relevant draw of Eurojackpot, as determined by myLotto24 in its sole discretion).

‘Eurojackpot Winning Ticket’ – a winning ticket for the relevant draw of the Lottery Eurojackpot jointly operated by DLTB.

‘General Regulatory Obligations’ – any legal and regulatory obligations with which myLotto24 is required to comply, including anti-money laundering, fraud prevention and financial sanctions obligations.

‘Irish Lotto Jackpot’ – the aggregate amount payable by PLI in respect of all winning tickets in Prize Category 1 of the relevant draw of Irish Lottery in Ireland, as announced by PLI (or, where no such winning ticket is announced, the amount that would have been payable by PLI had there been a winning ticket in Prize Category 1 of the relevant draw of Irish Lotto, as determined by myLotto24 in its sole discretion).

‘Irish Lotto Winning Ticket’ – a winning ticket for the relevant draw of the lottery Irish Lotto operated by PLI.

‘Login Credentials’ – the login credentials chosen by Player at the point of registration that shall be used to carry out all deposit and withdrawal transactions via the Player Account and that are intended to ensure that Player can be identified by myLotto24.

‘Lottery’ or ‘Lotteries’ – has the meaning set out in Condition 1.1a).

‘LOTTO 6 of 49 Jackpot’ – the aggregate amount payable by DLTB in respect of all winning tickets in Prize Category 1 of the relevant draw of LOTTO 6 of 49 in Germany, as announced by DLTB (or, where no such winning ticket is announced, the amount that would have been payable by DLTB had there been a winning ticket in Prize Category 1 of the relevant draw of LOTTO 6 of 49, as determined by myLotto24 in its sole discretion).

‘LOTTO 6 of 49 Winning Ticket’ – a winning ticket for the relevant draw of the Lottery LOTTO 6 of 49 operated by DLTB.

‘Mega Millions Jackpot’ – the aggregate amount payable by MUSL in respect of all winning tickets in Prize Category 1 of the relevant draw of Mega Millions, as announced by MUSL (or, where no such winning ticket is announced, the amount that would have been payable by MUSL according to the Jackpot advertised by MUSL had there been a winning ticket in Prize Category 1 of the relevant draw of Mega Millions, as determined by myLotto24 in its sole discretion).

‘Mega Millions Winning Ticket’ – a winning ticket for the relevant draw of the Lottery Mega Millions jointly operated by MUSL.

‘MUSL’ – the members of the Multi-State Lottery Association that operate or co-operate the Lotteries Powerball and Mega Millions in the United States of America.

‘myLotto24 Games’ – has the meaning set out in Condition 1.1a).

‘myLotto24 Products’ or ‘Products’ – together any and all myLotto24 Games and Instant Win Games.

‘myLotto24 Winning Bet’ – a Bet placed or an Instant Win Game ticket purchased directly or indirectly with myLotto24 that has led to an obligation for myLotto24 to pay winnings in respect of that Bet or Instant Win Game ticket, including all Bets placed and Instant Win Game tickets purchased by Players via the Web Site and all Bets placed or Instant Win Game tickets purchased by: (i) companies that transmit their Bets or Bets of their clients, their purchases of Instant Win Game tickets or purchases of their clients to myLotto24 and that act as an agent or betting intermediary in respect of Products offered by myLotto24; (ii) a person who has placed his/her Bet or purchased his/her Instant Win Game ticket otherwise than via the Web Site, but via the services (including other websites) of a third party acting as agent in respect of, or betting intermediary for, myLotto24 Products or of a third party offering myLotto24 Products under its own brand; or (iii) any person who has placed his/her Bet directly with myLotto24 or purchased his Instant Win Game ticket directly from myLotto24, whether by any website operated by myLotto24 or otherwise.

‘Payment Account’ – the bank account/visa card account or other means of payment held by Player and linked to the Player Account.

‘Player’ – a user of the Web Site.

‘Player Account’ – the notional account created by Player on the Web Site through which Player places a Bet or purchases an Instant Win Game ticket with myLotto24.

‘PLI’ – Premier Lotteries Ireland that operates the Irish Lotto in Ireland.

‘Powerball Jackpot’ – the aggregate amount payable by MUSL in respect of all winning tickets in Prize Category 1 of the relevant draw of Powerball, as announced by MUSL (or, where no such winning ticket is announced, the amount that would have been payable by MUSL according to the Jackpot advertised by MUSL had there been a winning ticket in Prize Category 1 of the relevant draw of Powerball, as determined by myLotto24 in its sole discretion).

‘Powerball Winning Ticket’ – a winning ticket for the relevant draw of the Lottery Powerball jointly operated by MUSL.

‘Privacy Policy’ – the policy displayed on the Web Site at [www.mylotto24.co.uk/privacy](http://www.mylotto24.co.uk/privacy) in respect of the use, storage and disclosure of the personal information about a user of the Website, including all Players.

‘Prize’ or ‘Winnings’ – the amount to be paid to Player by myLotto24 in respect of each myLotto24 Winning Bet, and the terms shall be used interchangeably.

‘Prize Category’ – in respect of a myLotto24 Game, the tiers of winning as determined by the amount of numbers correctly matched (including bonus numbers, stars or other special symbols) or in respect of an Instant Win Game the tiers of winning as determined by myLotto24 before the beginning of the Instant Win Game, and as set out on the applicable Instant Win Game page of the Web Site.

'Quota' – in respect of a draw, the amount payable by the operator of the relevant Lottery on which the myLotto24 Game is based in respect of each winning ticket for the relevant Prize Category in that Lottery.

'Lottery Betting' or 'Betting on Lotteries' – has the meaning set out in Condition 1.1a).

'Stakes' – the sum of money a Player is required to pay to place a Bet or purchase an Instant Win Game ticket.

'Terms' – these terms and conditions that govern the relationship between Player and myLotto24.

'Valid Identification Document' means a valid identification document issued by a governmental office (e.g. ID-card or passport) which at least shows Player's name and date of birth.

'Virtual Bet Slip' – the electronic bet slip on the Web Site through which Player can place a Bet on a Lottery.

'Web Site' – myLotto24's Internet portal, which is currently accessible at: [www.mylotto24.co.uk](http://www.mylotto24.co.uk), as may be updated or modified from time to time.

Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender. References in these Terms to Conditions are to the conditions set out in these Terms. The words "include(s)" and "including" are to be construed as if followed by the words "without limitation".

## **SECTION A – TERMS RELATING TO PLAYER'S USE OF THE WEB SITE AND PLAYER ACCOUNTS**

### **3 The Player Registration**

3.1 Each Player confirms to myLotto24 that he:

- a) is over 18 years of age (and, in this regard, Players should note that underage gambling is illegal);
- b) is aware that he might lose his Stakes as a consequence of the Bets he places or the Instant Win Game tickets he purchases;
- c) will not use the Web Site for any commercial activity or on behalf of any other persons;
- d) is not physically located at the time of placing his Bet or of purchasing an Instant Win Game ticket in any territory that myLotto24 excludes at the time of registration, including the United States of America and countries deemed high money laundering risk and/or being monitored by the Financial Action Task Force;
- e) will not do anything to seek to circumvent any technological or other measures myLotto24 has in place during the registration, Bet placement, Instant Win Game ticket purchasing and/or deposit processes to prevent persons located in excluded territories from registering for a Player Account and/or placing a Bet or purchasing an Instant Win Game ticket;

- f) is not at the time of placing his Bet or of purchasing an Instant Win Game ticket a director or employee of ZEAL Network SE, myLotto24, Tipp24 Services Limited or any of their group companies; and
  - g) is not a person prohibited from participating in games by the Office for Foreign Assets Control of the US Department of the Treasury and/or any comparable governmental body or department in any other country that may prohibit persons in a manner similar to the Office of Foreign Assets Control.
- 3.2 At the time of registration, Player concludes a contract with myLotto24 regarding the use of the Web Site and the establishment and operation of Player Accounts.
- 3.3 Prior to placing a Bet or to purchasing an Instant Win Game ticket, Player must register electronically on the Web Site to create a Player Account. myLotto24 reserves the right to refuse in its sole discretion to complete registration for any Player for any reason. Once Player's details are accepted by myLotto24 for registration as a Player Account, he shall be given a personal customer number and a Player Account shall be created for Player, through which Player can place Bets and purchase Instant Win Game tickets and carry out deposit transactions. When registering, each Player shall choose Login Credentials of his choice. Players may change their Login Credentials at any time through their Player Account.
- 3.4 Players may be required to provide the following in the course of registering or at a later time: name, date of birth, gender, e-mail address, residential address, mobile phone number, Credit Card/Payment Account number and other information or forms of identification or verification of his data that myLotto24 may request. Payment will only be accepted when the applicable Credit Card is issued in Player's name. Players expressly acknowledge that a failure to provide any such information may result in myLotto24 refusing to complete registration of any Player.
- 3.5 Players shall (i) fill out all of the compulsory fields in the registration form, (ii) ensure that their data is accurate and complete in all respects and at all times and (iii) immediately inform myLotto24 of any change in the data supplied by them during registration, including changes to Credit Card/Payment Account details, by making the requisite changes to their Player Accounts. myLotto24 is not under any duty to contact Player in order to complete or correct any information that is, or may appear to be, incomplete, incorrect or out of date.

#### **4 Player Accounts**

- 4.1 Players are not permitted to have more than one Player Account at any one time or register or use a Player Account on behalf of or for the benefit of any other person. If a Player has more than one Player Account, or myLotto24 believes that a Player has opened a Player Account on behalf of or for the benefit of any other person, myLotto24 will be entitled in its sole discretion to investigate and close any such Player Accounts without notice.
- 4.2 Players must keep their Login Credentials secure to prevent unauthorised use of these details. Each Player is solely responsible for all activity conducted through his Player Account and no Player may use a third party's Player Account.

- 4.3 Each Player must immediately inform myLotto24: (i) if his Credit Card becomes lost or stolen, or it or the account related to it has been misused or compromised in any way; (ii) if he has given away, shared or lost his pin code (or it has otherwise been compromised) for his relevant Credit Card/Payment Account or his Login Credentials; or (iii) if he suspects there has been any fraudulent, unauthorised or illicit use of his Player Account, and shall take such steps as may be necessary in order to overcome any such fraud, unauthorised or illicit use, such as by changing the Login Credentials on the Player Account.
- 4.4 Subject to Condition 4.7, myLotto24 shall be entitled in its sole discretion to set and amend from time to time monetary limits on the operation of Player Accounts, including limits on minimum and maximum deposit amounts, and maximum aggregate sums that may be bet in a particular time period. If a Player Account shows a Balance in excess of any maximum deposit amount, myLotto24 may choose in its sole discretion to pay out the excess Balance to Player's Payment Account.
- 4.5 Players may close their Player Account at any time by giving myLotto24 at least 24 hours' notice (by e-mail to [service@mylotto24.co.uk](mailto:service@mylotto24.co.uk)). If the Player Account has a positive Balance, the amount of funds in the Player Account will be paid to Player as soon as reasonably practicable after closure of the Player Account. If Player has placed any Bets on any draws that have yet to take place, the Player Account will not be closed until after the final draw on which Player has placed a Bet has taken place.
- 4.6 Player's Player Account, which can be found on the Web Site under section 'Player Details', contains the following information:
- a) Bets placed and the respective processing status;
  - b) Instant Win Game tickets purchased and the respective processing status;
  - c) subject to Conditions 7.1, 9.16.6, 9.17.3 and 9.18.3 Player's Account Balance ; and
  - d) the credits and charges on Player's Player Account.
- 4.7 Except as may be necessary for myLotto24 to comply with its General Regulatory Obligations, and subject always to Condition 7.3, a Player may request, and myLotto24 shall process, withdrawals of any positive Balance from that Player's Player Account at any time provided all payments made have been received. myLotto24 is entitled to pay any such requested withdrawal in whole or in part by the same method of payment and in same currency as the Player's deposits into the Player Account were made. For security reasons and for the prevention of money laundering, a payout will only be made to an account in Player's name. If Player provides Credit Card/Payment Accounts details relating to a Payment Account held jointly with another person, he/she accepts that any Balance may be paid into that joint Payment Account. Before payout of any positive Balance, Player accepts that he/she may be required to supply additional appropriate identification document of the person jointly holding the Payment Account.

## **5 Suspension and termination of Player Accounts**

- 5.1 In order to protect its Players and the integrity of the Web Site, all forms of collusion, cheating and/or fraudulent activity by Players are prohibited in connection with the Web Site. Such prohibited activity ('Prohibited Activity') includes in particular:

- a) use of multiple Player Accounts by a single Player in breach of Condition 4.1;
- b) use of manipulation or automation software or programs such as bots and/or artificial intelligence in connection with the Web Site;
- c) cheating or other behaviour designed to take unfair advantage of myLotto24 (including any actual or attempted deception or interference in connection with the Web Site, such as manipulation of any myLotto24 systems and/or Instant Win Games, or knowingly taking advantage of an error on the Web Site); and
- d) fraudulent activity in respect of the Web Site (including any Lotteries and/or Instant Win Games), including fraudulent payment such as the unauthorised use of another's credit card or money laundering.

If Player suspects or knows that another Player is involved with or is carrying out any form of Prohibited Activity, please inform myLotto24 immediately.

5.2 myLotto24 shall be entitled immediately to suspend a Player Account and a Player's use of the Web Site if myLotto24 believes that a Player does not meet the requirements set out in Condition 3.1a) and 3.1c)–g) and/or is otherwise in breach of these Terms. In particular, myLotto24 shall be entitled immediately to suspend a Player Account and a Player's use of the Web Site if myLotto24 believes that:

- a) the Player:
  - i. has provided false or misleading information as part of or in connection with his Player Account or otherwise in connection with the Web Site and the Products or services available through it;
  - ii. is involved in any fraud-related activities or otherwise is involved with or is carrying out any form of Prohibited Activity (in accordance with Condition 5.1);
  - iii. is in breach of any other material provision of these Terms;
- b) any details of the Credit Card used to deposit money into the relevant Player Account were, or have become, incorrect or payment by Player's Credit Card is contested or is reported as lost or stolen or becomes the subject of fraud; or
- c) Player has allowed a third party to place Bets on the outcome of Lottery draws or to purchase Instant Win Game tickets using his Player Account.

5.3 During the period of any suspension of a Player Account:

- a) Player will be prevented from accessing or using that Player Account; and
- b) myLotto24 may investigate the event that gave rise to the suspension of a Player Account and myLotto24 will be entitled (but shall not be obliged) to require that the relevant Player provides all such Valid Identification Documents as myLotto24 reasonably requires.

5.4 Should myLotto24 determine, in its reasonable opinion, that the event giving rise to suspension has occurred, myLotto24 will be entitled to terminate and close the Player Account in question. In this case, myLotto24 will notify Player by e-mail and will be entitled to withhold any Winnings in the Player Account which have been obtained



through breach of these Terms. If the Player Account has been kept by a Player who is under 18 years of age, any funds deposited into the Player Account by Player, less the amount of any Winnings withdrawn from the Player's Player Account, will be returned to that person's Payment Account.

- 5.5 Should myLotto24 determine, in its reasonable discretion that the event giving rise to suspension has not occurred, the suspension of the Player Account will be lifted and the Player may recommence using the Player Account.
- 5.6 Without prejudice to myLotto24's rights to suspend and/or close a Player Account pursuant to Conditions 5.2 and 5.4, myLotto24 may also close any Player Account upon giving the Player prior notice by e-mail. In such circumstances, myLotto24 shall (as soon as reasonably practicable) refund the Balance held on the Player Account to Player (using the Payment Account details provided to myLotto24 by the Player).
- 5.7 myLotto24 may further terminate and close a Player's Player Account if a period of two years has elapsed since the Player last logged-in to the Player Account. In this case and provided that there is a Balance held on Player's Player Account, myLotto24 will endeavour to contact the Player before closing his Player Account by sending two e-mails to request that the Player provides Payment Account verification for the transfer of any remaining Balance on Player's Player Account. If no Payment Account verification is received by myLotto24 within four weeks of the sending of the second e-mail then: (i) myLotto24 shall be entitled to close the Player Account; and (ii) the relevant Player shall be entitled to claim any such remaining Balance (including any Winnings) by contacting myLotto24 Customer Service by email at [service@mylotto24.co.uk](mailto:service@mylotto24.co.uk).

## **6 Payments**

- 6.1 myLotto24 will not accept Bets or purchases of Instant Win Game tickets from Player if Player's Player Account contains insufficient funds for the Stakes or if the Stakes are not paid when the Bet is placed or the Instant Win Game ticket is purchased.
- 6.2 Players may pay money into their Player Account by Credit Card or other means as myLotto24 may approve from time to time.
- 6.3 Payments by Credit Card - myLotto24 may from time to time specify minimum amounts that will be accepted by way of Credit Card payment. Funds deposited into a Player's Player Account using a Credit Card will be credited directly to the relevant Player Account.
- 6.4 Payment by other means - Where myLotto24 agrees to accept payment by means other than those set out in Conditions 6.2 and 6.3, details will be made available on the payment section of the Web Site, together with any rules, restrictions and fees.
- 6.5 If a payment by the chosen means of payment is returned, myLotto24 may refuse to receive further payments by this respective means of payment.
- 6.6 If the payment to myLotto24 of any funds requested to be credited to Player's Player Account is stopped, returned or otherwise not completed for any reason, or if any such payment is subsequently cancelled or discovered to have been the subject of any theft or fraud, myLotto24 shall be entitled to immediately deduct any amounts credited to that Player Account in respect of the payment, together with any reasonable charges incurred by myLotto24 with respect to any such payment.

- 6.7 Any monies deposited by Player in his Player Account with myLotto24 shall not accrue any interest. They are held in a bank account in the name of myLotto24, which is separate from the accounts used by myLotto24 for its corporate funds. Monies deposited with myLotto24 receive basic protection according to the British Gambling Commission, i.e. monies deposited by Player are kept in accounts separate from business accounts of myLotto24, but they would form part of the assets of the business in the event of insolvency and may therefore not be protected in full in the case of insolvency. More information on the extent to which monies deposited by Player are protected can be found at [www.gamblingcommission.gov.uk/Consumers/Protection-of-customer-funds.aspx](http://www.gamblingcommission.gov.uk/Consumers/Protection-of-customer-funds.aspx).
- 6.8 myLotto24 shall be entitled to deduct from Player's Player Account any additional charges reasonably incurred by myLotto24 as a result of the actions of Player or in carrying out Player's instructions, including payment charges.

## **7 Payment of Prizes**

- 7.1 Subject to Conditions 9.16.6, 9.17.3 and 9.18.3 myLotto24 shall automatically credit Prizes to Player's Player Account provided that the Prize won by Player does not exceed a certain limit, as determined by myLotto24 in its sole discretion from time to time. For any Prizes in excess of this limit, myLotto24 will contact Player to arrange payment of the applicable Prize to Player's Payment Account. myLotto24 reserves the right to pay out Prizes (at its sole option) in (i) British Pound (ii) US Dollars (iii) Euro or (iv) any other currency that is used to advertise the Prize on the Web Site. Where such dual currency applies, the Prize published on the Web Site for the relevant draw will be equal to the relevant exchange rate published by the European Central Bank on the business day prior to the relevant draw day. Player may use Prizes as Stakes for future Bets or purchases of Instant Win Game tickets. The procedure for awarding Prizes other than cash can be found on the Web Site under section 'Prize table' of the respective Instant Win Game.
- 7.2 For security reasons and for the prevention of money laundering, a payout of any Prize will only be made to an account in Player's name. If Player provides Credit Card/Payment Accounts details relating to a Payment Account held jointly with another person, he accepts that Prizes won by him may be paid into that joint Payment Account. Before payout of Prizes, Player accepts that he may be required to supply additional appropriate identification document of the person jointly holding the Payment Account.
- 7.3 myLotto24 reserves the right to credit Prizes to Player's Player Account and/or transfer, or procure the transfer by a third party, of Prizes to Player's Payment Account only after having received, on request, the following information from Player: (i) copies of a Valid Identification Document or other means of verification matching the name, date of birth and residential address registered with myLotto24 at the time of the request for the payout; and (ii) a written instruction from Player setting out the details of the account the funds are to be transferred to; and (iii) such other documents and/or consents as myLotto24 may reasonably require in order to effect or procure the payment of Winnings to Player (including such documents and such data as may be required by any third party with or through which myLotto24 hedges its risk in respect of Bets). For Prizes in the myLotto24 Game Cash4Life myLotto24 further reserves the right to verify or appoint a third party to verify that Player is still alive. If Player fails to supply, and/or myLotto24 fails to receive, copies of any of the documents set out in this Condition 7.3 on request

by myLotto24 within a period of 90 days (or in the case of Winnings in Prize Category 1 of the myLotto24 Games Powerball and Mega Millions, within a period of 30 days) (receipt by myLotto24) after announcement of the winning, then Player is not entitled to claim the Winnings as set forth in Condition 13.1.1e).

- 7.4 Prizes are tax-free in many countries. Any applicable taxes, duties or levies on Prizes or Stakes shall be charged to and paid by Player.
- 7.5 myLotto24 may report and withhold any amount from a Player's Prize(s) to the extent required to comply with its General Regulatory Obligations.

## **8 Responsible Gambling**

- 8.1 myLotto24 is committed to providing Players with a safe and responsible gambling experience. As a result, myLotto24 offers a number of measures to help Players who wish to control their gambling and/or take a break from gambling, including by voluntary self-exclusion and temporary time outs. Some information about myLotto24's self-exclusion and time out options is set out below. For further information about these measures, and other sources of help, please see our responsible gambling page at [www.mylotto24.co.uk/bet-responsibly](http://www.mylotto24.co.uk/bet-responsibly).

### ***Self-Exclusion***

- 8.2 Players may voluntarily self-exclude themselves from placing Bets or purchasing Instant Win Game tickets on this Web Site for an exclusion period of an indefinite time but at least six months, by using the online tool available on the Web Site [www.mylotto24.co.uk/self-exclusion](http://www.mylotto24.co.uk/self-exclusion) or by contacting Customer Service by e-mail at [service@mylotto24.co.uk](mailto:service@mylotto24.co.uk).
- 8.3 By choosing to self-exclude, Player's Player Account will be immediately made inaccessible, Bets on draws that have not occurred yet will be declared invalid with immediate effect and any Balance in the Player Account including Stakes for Bets placed on draws that have not occurred yet will be returned to Player (subject to Condition 4.7). myLotto24 will not send any marketing materials to a Player who has self-excluded during the self-exclusion period and will not recommence sending any marketing materials to such Player unless and until the Player has reactivated his Player Account following the expiry of the self-exclusion period.
- 8.4 A Player who has chosen to self-exclude may only reactivate his Player Account after the expiry of the self-exclusion period. If Player wishes to reactivate a Player Account after the expiry of the self-exclusion period, a request must be made to Customer Service by e-mail at [service@mylotto24.co.uk](mailto:service@mylotto24.co.uk). Any reactivation will be subject to a 24-hour waiting period.

### ***Time Outs***

- 8.5 A Player may also voluntarily take a short break from placing Bets by choosing to request a 'time out' for between one day and six weeks by using the online tool available on the Web Site at [www.mylotto24.co.uk/timeout](http://www.mylotto24.co.uk/timeout) or by contacting Customer Service by e-mail

at service@mylotto24.co.uk. At the end of the selected period for a 'time out', a Player Account will be automatically reinstated.

## **SECTION B –TERMS RELATING TO BETS ON LOTTERIES AND INSTANT WIN GAMES**

### **9 Bets on the Lotteries**

***Unless otherwise specified below, the following general provisions apply to Bets on Lotteries:***

- 9.1 Draw days of the relevant Lottery will be displayed on the Web Site of the respective myLotto24 game.
- 9.2 Valid Bets will be placed on the next relevant draw that takes place, provided that they are placed before the relevant cut-off time for that draw. The cut-off time for placing Bets on each draw of a Lottery will be displayed on the Web Site for Players at the time they place their Bets. It is up to Player to ensure that the Bet is placed before the relevant cut-off time. A Bet placed after a draw has actually occurred will not be valid for the draw that has already occurred, irrespective of any automatic confirmation that may be generated via e-mail or the Web Site, but will be deemed a Bet to the next draw. A Bet placed after a draw has occurred will further be invalid for this draw if it has been placed before a cut-off time of a relevant draw that is displayed incorrectly on the Web Site.
- 9.3 If a Lottery foresees multiple draws on the same day/date, then unless otherwise specified by myLotto24 on the Web Site, Player's Bet will apply only to the main draw taking place on that day/date (or, where no 'main' draw takes place, the first draw) and not to any other draw made by the Lottery in question.
- 9.4 If a Lottery draw does not take place or no draw result is published or officially announced, all valid Bets on that draw will stand for the rescheduled draw (or, if there is none, the next available relevant draw).
- 9.5 Multi-draw Bets and subscription Bets
  - 9.5.1 Multi-draw Bets

Depending on the myLotto24 Game, Player may be able to place Bets on individual or all draws within a specified period or on a specific number of draws respectively.
  - 9.5.2 Subscription Bets

By picking the 'subscription Bet' box, a Player may be able to automatically renew selected Bets. After the expiration of the initially selected period or number of draws, the Bet is automatically renewed for successive periods of the same duration or same amount of draws respectively, provided that Player has not cancelled the subscription Bet on the Web Site under section 'My bet slips' prior to the end of the then-current period or draws respectively.
- 9.6 The total Stakes payable by Player for the relevant myLotto24 Game shall be determined by the number of betting boxes and numbers, the draw day and the amount of draws chosen by Player. Stakes shall be displayed on the respective bet slip at the time when a Bet is placed.

- 9.7 If a Player wishes to bet on the outcome of a Lottery, he must click the 'Pay now' or a similarly named button. Player must be sure, and is solely responsible for ensuring, that all elements of the bet are correct: once the order is submitted by clicking the button and therewith confirming the placement of the Bet, it cannot be cancelled or amended in any way by Player. Stakes will then be debited from Player's Player Account or by any other means of payment accepted by myLotto24 and selected by Player. Stakes for multi-draw Bets and subscription Bets are charged in advance at the beginning of the relevant period for all draws selected for the desired period. The contract between Player and myLotto24 on the placement of a Bet is considered concluded when myLotto24 notifies Player by e-mail that the Bet has been accepted. The notification includes all information relevant to the contract concluded between Player and myLotto24 in respect of the placement of the Bet.
- 9.8 If myLotto24 declines the acceptance of a Bet, the relevant Stakes shall be refunded.
- 9.9 Results (including the Quota) of the respective Lottery can be checked on the webpage of the respective Lottery operator or on the Web Site under section 'Lotto Results'.
- 9.10 Unless specified otherwise below, only one Prize can be won per Bet, which will be the highest of the available Prize Categories achieved by, and relevant to, that Bet.
- 9.11 The probability of winning or approximate winning for each Bet will be made available to Player on the Web Site under section 'Probability of winning'.

***In addition, the following special provisions apply to the specific myLotto24 Games outlined below:***

**9.12 Irish Lotto – Description and Winnings**

- 9.12.1 'Irish Lotto' is a myLotto24 Game based on Irish Lotto, which is a state controlled lottery managed and operated by PLI ('Lottery Irish Lotto'). Lottery Irish Lotto involves a random draw of six numbers, selected from the numbers 1 to 47 ('Number') plus one 'bonus number', selected from the remaining 41 numbers immediately after the 'Numbers' have been selected.
- 9.12.2 If a Player wishes to bet on the Lottery Irish Lotto, he selects on an Irish Lotto Virtual Bet Slip the number of draws, the number of betting boxes that he wishes to bet. There are 14 betting boxes on an Irish Lotto bet slip, and at least one box must be completed. Each betting box completed is treated as a separate Bet. For each betting box, six Numbers are to be selected. Numbers in the betting boxes may be selected by Player himself or by a random generator.
- 9.12.3 The Prize payable by myLotto24 in respect of each myLotto24 Winning Bet in Prize Categories 1 and 2 in respect of each draw of Irish Lotto will be calculated by myLotto24 as follows:
- a) If PLI has announced at least one Irish Lotto Winning Ticket in Prize Category 1 or 2, the Prize payable in respect of each such myLotto24 Winning Bet shall be equal to the Quota as announced by PLI for that particular Prize Category multiplied by the number of Irish Lotto Winning Tickets in this Prize Category, divided by the total number of Irish Lotto Winning Tickets and the myLotto24 Winning Bets for the relevant draw of Irish Lotto.

b) If PLI has announced no Irish Lotto Winning Tickets in Prize Category 1 or 2, the Prize payable in respect of each myLotto24 Winning Bet in one of those Prize Categories will be calculated by myLotto24 on the basis of the aggregate amount paid for tickets for the relevant draw of Irish Lotto announced by PLI and its allocation to the winning Prize Categories and will therefore be equal to the amount that myLotto24 assumes PLI would have paid out to a Irish Lotto Winning Ticket in the respective Prize Category if there had been one Irish Lotto Winning Ticket in the respective Prize Category, divided by the total number of the myLotto24 Winning Bets for the relevant draw of Irish Lotto.

c) Examples for Prize Categories 1 and 2:

**Example 1:** There are two myLotto24 Winning Bets in Prize Category 1 and two Irish Lotto Winning Tickets announced by PLI in Prize Category 1 in respect of a Irish Lotto Jackpot of £10,000,000: the Quota payable to each of the Irish Lotto Winning Tickets would be half share of the Irish Lotto Jackpot, i.e. £5,000,000. Therefore, the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 would be £2,500,000 (case a)).

**Example 2:** There are four myLotto24 Winning Bets in Prize Category 2 and no Irish Lotto Winning Tickets announced by PLI in Prize Category 2 in respect of a prize paid out by PLI in Prize Category 2 of £10,000,000: the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 would be a one-fourth share of this amount, i.e. £2,500,000 (case b)).

9.12.4 The aggregate of the Prizes payable by myLotto24 for Prize Category 1 on any draw of Irish Lotto shall never exceed an amount equal to the Irish Lotto Jackpot for the relevant draw of Irish Lotto.

9.12.5 The Prize payable by myLotto24 in respect of each myLotto24 Winning Bet in Prize Categories 3 to 9 shall be the Quota as announced by PLI for the relevant draw of Irish Lotto in the corresponding Prize Category. If PLI has not announced a Quota for Prize Category 3 to 9 for a draw of Irish Lotto, the Prize payable in respect of each myLotto24 Winning Bet in that Prize Category will be calculated by myLotto24 on the basis of the aggregate amount paid for tickets for the relevant draw of Irish Lotto announced by PLI and its allocation to the winning Prize Categories.

9.12.6 In the event that the prize payable by PLI in one Prize Category exceeds such amount as determined by PLI, leading to a payout by PLI of the exceeding amount in any Prize Category to Irish Lotto Winning Tickets in all lower Prize Categories in which there are at least one or more winners, myLotto24 will only pay Prizes that are equal to the amount myLotto24 would have paid in respect of each myLotto24 Winning Bet if no amount had been reallocated by PLI to a lower Prize Category.

## 9.13 German Lotto – Description and Winnings

9.13.1 'German Lotto' is a myLotto24 Game based on LOTTO 6 of 49, which is a German lottery managed and operated by DLTB ('Lottery LOTTO 6 of 49'). Lottery LOTTO 6 of 49 involves a random draw of six numbers, selected from the numbers 1 to 49 ('Number') plus one 'bonus number', selected from the numbers 0 to 9.

- 9.13.2 If a Player wishes to bet on the Lottery LOTTO 6 of 49, he selects on a German Lotto Virtual Bet Slip the number of draws, the number of betting boxes that he wishes to bet and determines the draw day. There are 14 betting boxes on a German Lotto bet slip, and at least one box must be completed. Each betting box completed is treated as a separate Bet. For each betting box, six Numbers are to be selected. Numbers in the betting boxes may be selected by Player himself or by a random generator. The last digit of the bet slip number on the Virtual Bet Slip will be treated as the 'bonus number' for each Bet placed on that slip. It may be changed by Player to a number chosen by himself.
- 9.13.3 Subject to Condition 9.13.4, the Prize payable by myLotto24 in respect of each myLotto24 Winning Bet in Prize Categories 1 and 2 in respect of each draw of LOTTO 6 of 49 will be calculated by myLotto24 as follows:
- a) If DLTB has announced at least one LOTTO 6 of 49 Winning Ticket in Prize Category 1 or 2, the Prize payable in respect of each such myLotto24 Winning Bet shall be equal to the Quota paid out by DLTB in that particular Prize Category multiplied by the number of LOTTO 6 of 49 Winning Tickets in this Prize Category, divided by the total number of the LOTTO 6 of 49 Winning Tickets and the myLotto24 Winning Bets in that particular Prize Category for the relevant draw of LOTTO 6 of 49.
  - b) If DLTB has announced no LOTTO 6 of 49 Winning Tickets in Prize Category 1 or 2, the Prize payable in respect of each myLotto24 Winning Bet in one of those Prize Categories will be calculated by myLotto24 on the basis of the aggregate amount paid for tickets for the relevant draw of LOTTO 6 of 49 announced by DLTB and its allocation to the winning Prize Categories and will therefore be equal to the amount that myLotto24 assumes DLTB would have paid out to a LOTTO 6 of 49 Winning Ticket in the respective Prize Category if there had been one LOTTO 6 of 49 Winning Ticket in the respective Prize Category.
  - c) Examples for Prize Categories 1 and 2:  
**Example 1:** There are two myLotto24 Winning Bets in Prize Category 1 and two LOTTO 6 of 49 Winning Tickets announced by DLTB in Prize Category 1 in respect of a LOTTO 6 of 49 Jackpot of £10,000,000: the Quota payable to each of the LOTTO 6 of 49 Winning Tickets would be half share of the LOTTO 6 of 49 Jackpot, i.e. £5,000,000. Therefore, the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 would be £2,500,000 (case a)).  
**Example 2:** There are four myLotto24 Winning Bets in Prize Category 2 and no LOTTO 6 of 49 Winning Tickets announced by DLTB in Prize Category 2 in respect of a prize paid out by DLTB in Prize Category 2 of £10,000,000: the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 2 would be a one-fourth share of this amount, i.e. £2,500,000 (case b)).
- 9.13.4 If there has been at least one LOTTO 6 of 49 Winning Ticket in Prize Category 1 and no LOTTO 6 of 49 Winning Ticket in Prize Category 2 for one draw of LOTTO 6 of 49, leading to a mandatory payout by DLTB of the prizes in Prize Category 2 to LOTTO 6 of 49 Winning Tickets in Prize Category 1, myLotto24 will only pay Prizes that are equal to the amount myLotto24 would have paid in respect of each

myLotto24 Winning Bet if no amount had been reallocated by DLTB to Prize Category 1.

- 9.13.5 The aggregate of the Prizes payable by myLotto24 for Prize Category 1 on any draw of LOTTO 6 of 49 shall never exceed an amount equal to the LOTTO 6 of 49 Jackpot for the relevant draw of LOTTO 6 of 49.
- 9.13.6 The Prize payable by myLotto24 in respect of each myLotto24 Winning Bet in Prize Categories 3 to 9 shall be the Quota as announced by DLTB for the relevant draw of LOTTO 6 of 49 in the corresponding Prize Category. If DLTB has not announced a Quota for Prize Category 3 to 9 for a draw of LOTTO 6 of 49, the Prize payable in respect of each myLotto24 Winning Bet in that Prize Category will be calculated by myLotto24 on the basis of the aggregate amount paid for tickets for the relevant draw of LOTTO 6 of 49 announced by DLTB and its allocation to the winning Prize Categories.
- 9.13.7 In the event that there has been no LOTTO 6 of 49 Winning Ticket in a Prize Category for 13 (or any other number as determined by DLTB) consecutive draws of the Lottery LOTTO 6 of 49, leading to a payout by DLTB of the prizes in this Prize Category to LOTTO 6 of 49 Winning Tickets in all lower Prize Categories in which there are at least one or more winners, myLotto24 will only pay Prizes that are equal to the amount myLotto24 would have paid in respect of each myLotto24 Winning Bet if no amount had been reallocated by DLTB to a lower Prize Category.

#### 9.14 EuroJackpot – Description and Winnings

- 9.14.1 'EuroJackpot' is a myLotto24 Game based on the German Lottery Eurojackpot co-managed and co-operated by DLTB ('Lottery Eurojackpot'). Lottery Eurojackpot is part of a pan-European lottery and has a random draw of five numbers selected from the numbers 1 to 50 and two numbers selected from the numbers 1 to 10.
- 9.14.2 If Player wishes to bet on the Lottery Eurojackpot, he selects on a EuroJackpot Virtual Bet Slip the number of betting boxes that he wishes to bet. There are ten betting boxes on a EuroJackpot Virtual Bet Slip, and at least one box must be completed. Each betting box completed is treated as a separate Bet. Each betting box consists of a number box with 50 numbers ('Field A') and another number box with ten numbers ('Field B'). For each betting box, five of the 50 numbers on Field A and two of the ten numbers on Field B are to be selected.
- 9.14.3 The Prize payable by myLotto24 for each myLotto24 Winning Bet in Prize Category 1, 2 or 3 in respect of each draw of the Lottery Eurojackpot will be calculated as follows:
- a) If the Eurojackpot operator has announced at least one Eurojackpot Winning Ticket in Prize Category 1, 2 or 3, the Prize payable in respect of each such myLotto24 Winning Bet shall be equal to the Quota paid out by the Eurojackpot operator in that particular Prize Category multiplied by the number of Eurojackpot Winning Tickets in this Prize Category, divided by the total number of Eurojackpot Winning Tickets and myLotto24 Winning Bets in that particular Prize Category for the relevant draw of Eurojackpot.



b) If the Eurojackpot operator has announced no Eurojackpot Winning Ticket in Prize Categories 1, 2 or 3, the Prize payable in respect of each myLotto24 Winning Bet in one of those Prize Categories will be calculated by myLotto24 on the basis of the aggregate amount paid for tickets for the relevant draw of Eurojackpot announced by the Eurojackpot operator and its allocation to the winning Prize Categories and will therefore be equal to the amount that myLotto24 assumes the Eurojackpot operator would have paid out to a Eurojackpot Winning Ticket in the respective Prize Category if there had been one Eurojackpot Winning Ticket in the respective Prize Category.

c) Examples for Prize Categories 1, 2 and 3:

**Example 1:** There are two myLotto24 Winning Bets in Prize Category 1 and two Eurojackpot Winning Tickets announced by the Eurojackpot operator in Prize Category 1 in respect of a Eurojackpot Jackpot of £10,000,000: the Quota payable to each of the Eurojackpot Winning Tickets would be half share of the Eurojackpot Jackpot, i.e. £5,000,000. Therefore, the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 would be £2,500,000 (case a)).

**Example 2:** There are four myLotto24 Winning Bets in Prize Category 2 and no Eurojackpot Winning Ticket announced by the Eurojackpot operator in Prize Category 2 in respect of a prize paid out by the Eurojackpot operator in Prize Category 2 of £10,000,000: the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 2 would be a one-fourth share this amount, i.e. £2,500,000 (case b)).

9.14.4 The aggregate of the Prizes payable by myLotto24 for Prize Category 1 on any draw of Eurojackpot shall never exceed an amount equal to the Eurojackpot Jackpot for the relevant draw of the Lottery Eurojackpot.

9.14.5 The Prize payable by myLotto24 in respect of each myLotto24 Winning Bet in Prize Categories 4 to 12 shall be the relevant Quota as announced by the Eurojackpot operator for the relevant draw of the Lottery Eurojackpot in the corresponding Prize Category. If the Eurojackpot operator has not announced a Quota in respect of a Prize Category for a draw of Eurojackpot, the Prize payable in respect of each myLotto24 Winning Bet in that Prize Category will be calculated by myLotto24 on the basis of the aggregate amount paid for tickets for the relevant draw of Eurojackpot announced by the Eurojackpot operator and its allocation to the winning Prize Categories.

9.14.6 In the event that the prize payable by the Eurojackpot operator in one Prize Category exceeds such amount as determined by the Eurojackpot operator, leading to a payout by the Eurojackpot operator of the exceeding amount in any Prize Category to Eurojackpot Winning Tickets in all lower Prize Categories in which there are at least one or more winners, myLotto24 will only pay Prizes that are equal to the amount myLotto24 would have paid in respect of each myLotto24 Winning Bet if no amount had been reallocated by the Eurojackpot operator to a lower Prize Category.

## 9.15 Spanish Christmas Lottery – Description and Winnings

- 9.15.1 The 'Spanish Christmas Lottery' is a myLotto24 Game based on the annual Spanish Christmas Lottery (Lotería de Navidad) managed and operated by the Spanish government Lottery Loterías y Apuestas del Estado ('Spanish Christmas Lottery'). The Spanish Christmas Lottery is based on lottery tickets that have five-digit lottery numbers. Each set of numbers on each of the tickets is sold multiple times, in several so-called 'series'. The exact number of series, the exact quantity of lottery numbers as well as the prizes, the exact number of prizes and the distribution of the prizes is different each year. In a draw two vessels are used. One vessel contains balls with unique five-digit lottery numbers; the other vessel contains balls with a prize in euros on it.
- 9.15.2 If Player wishes to bet on the Spanish Christmas Lottery, he must choose on a Virtual Spanish Christmas Lottery Bet Slip a minimum of one up to a maximum of five five-digit numbers. Bets can be placed on different proportions of tickets ("ticket share") (on an entire ticket, a half ticket, a one-fifth ticket, a one-tenth ticket, a one-twentieth ticket, a one-fiftieth ticket and a one-hundredth ticket) (each "ticket share group"). Each number is treated as a separate Bet. Numbers may be chosen by Player himself or by a random generator.
- 9.15.3 Player can win in several Prize Categories per Bet. This does not apply if a Prize per Bet is won in one of the first five Prize Categories, on the basis of which other Prize Categories are calculated; such a myLotto24 Winning Bet does not win simultaneously in the other Prize Categories calculated on the basis of this Prize Category.
- 9.15.4 The Prize payable by myLotto24 for each myLotto24 Winning Bet in Prize Category 1 in respect of each draw of the Spanish Christmas Lottery will be calculated by myLotto24 as follows:
- a) If the number of myLotto24 Winning Bets in a ticket share group in Prize Category 1 is less than or equal to the denominator of the respective ticket share group, the Prize payable by myLotto24 in respect of each myLotto24 Winning Bet in the respective ticket share group shall be equal to the amount announced by Loterías y Apuestas del Estado in Prize Category 1 for an entire ticket bearing the number on which a myLotto24 Winning Bet for the respective draw of the Spanish Christmas Lottery operated by Loterías y Apuestas del Estado was placed (but not more than £4,000,000 per lottery ticket share group), multiplied by the lottery ticket share acquired with the myLotto24 Winning Bet.
  - b) If the number of myLotto24 Winning Bets in a ticket share group in Prize Category 1 is greater than the denominator of the respective ticket share group, the Prize payable by myLotto24 in respect of each myLotto24 Winning Bet in the respective ticket share group shall be equal to the amount announced by Loterías y Apuestas del Estado in Prize Category 1 for an entire ticket bearing the number on which a myLotto24 Winning Bet for the respective draw of the Spanish Christmas Lottery operated by Loterías y Apuestas del Estado was placed (but not more than £4,000,000 per lottery share group), divided by the number of myLotto24 Winning Bet in the respective ticket share group.
  - c) Examples for Prize Category 1

Example 1: There are two myLotto24 Winning Bets in Prize Category 1 on half a ticket of the Spanish Christmas Lottery. The prize announced by Loterías y Apuestas del Estado in Prize Category 1 for an entire ticket is £4,000,000. Therefore, the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 for half a ticket would be £2,000,000 (case a)).

Example 2: There are eight myLotto24 Winning Bets in Prize Category 1 on half a ticket of the Spanish Christmas Lottery. The prize announced by Loterías y Apuestas del Estado in Prize Category 1 for an entire ticket is £4,000,000. Therefore, the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 for half a ticket would be £500,000 (case b)).

Example 3: There are three myLotto24 Winning Bets in Prize Category 1 on a fifth ticket of the Spanish Christmas Lottery. The prize announced by Loterías y Apuestas del Estado in Prize Category 1 for an entire ticket is £4,000,000. Therefore, the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 for a fifth ticket would be £800,000 (case a)).

Example 4: There are eight myLotto24 Winning Bets for a fifth ticket of the Spanish Christmas Lottery. The prize announced by Loterías y Apuestas del Estado in Prize Category 1 for an entire ticket is £4,000,000. Therefore, the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 for a fifth ticket would be £500,000 (case b)).

- 9.15.5 The Prize payable by myLotto24 in respect of each myLotto24 Winning Bet in Prize Categories 2 to 17 will be the amount as announced by Loterías y Apuestas del Estado to be payable in the respective Prize Category to an entire ticket bearing the number on which a myLotto24 Winning Bet was placed, for the relevant draw of the Spanish Christmas Lottery operated by Loterías y Apuestas del Estado, multiplied by the ticket share acquired with the myLotto24 Winning Bet in the respective Prize Category.

## 9.16 Cash4Life – Description and Winnings

- 9.16.1 'Cash4Life' is a myLotto24 Game based on Cash4Life, which is a US American lottery managed and operated by the New York State Gaming Commission ('Lottery Cash4Life'). Lottery Cash4Life involves a random draw of five numbers, selected from the numbers 1 to 60 ('Number') plus one 'Cash Number', selected from the numbers 1 to 4 ('Cash Number': The Cash Number is known as the 'Cash Ball in the Lottery Cash4Life).
- 9.16.2 If Player wishes to bet on the Lottery Cash4Life, he selects on a Cash4Life Virtual Bet Slip the number of betting boxes that he wishes to bet. There are ten betting boxes on a Cash4Life Virtual Bet Slip and at least one box must be completed. Each betting box completed is treated as a separate Bet. Each betting box consists of a number box with 60 numbers ('Field A') and another number box with four numbers ('Field B').
- 9.16.3 The Prize payable by myLotto24 for each myLotto24 Winning Bet in Prize Category 1 shall be £1,000 a day for life, divided by the total number of myLotto24 Winning Bets and Cash4Life Winning Tickets in Prize Category 1.

**Examples:**

**Example 1:** There is one myLotto24 Winning Bet in Prize Category 1 and two Cash4Life Winning Tickets announced by the New York State Gaming Commission in Prize Category 1: the Prize payable in respect of that single myLotto24 Winning Bet would be £333.33 a day for life.

**Example 2:** There are four myLotto24 Winning Bets in Prize Category 1 and four Cash4Life Winning Tickets announced by the New York State Gaming Commission in Prize Category 1: the Prize payable in respect of each myLotto24 Winning Bet would be £125 a day for life.

- 9.16.4 The Prize payable by myLotto24 in respect of each myLotto24 Winning Bet in Prize Category 2 shall be £1,000 a month for life, divided by the total number of myLotto24 Winning Bets and the Cash4Life Winning Tickets in Prize Category 2.

**Examples:**

**Example 1:** There is one myLotto24 Winning Bet in Prize Category 2 and three Cash4Life Winning Tickets announced by the New York State Gaming Commission in Prize Category 2: the Prize payable in respect of that single myLotto24 Winning Bet would be £250 a month for life.

**Example 2:** There are six myLotto24 Winning Bets in Prize Category 2 and two Cash4Life Winning Tickets announced by the New York State Gaming Commission in Prize Category 2: the Prize payable in respect of each myLotto24 Winning Bet would be £125 a month for life.

- 9.16.5 The Prize payable by myLotto24 in respect of each myLotto24 Winning Bet shall be in Prize Category 3 £200, in Prize Category 4 £100, in Prize Category 5 £40, in Prize Category 6 £20, in Prize Category 7 £10, in Prize Category 8 £3 and in Prize Category 9 a Scratch card in the value of £3.

- 9.16.6 Prizes in Prize Category 1 will be credited directly to Player's Payment Account on a weekly basis, Prizes in Prize Category 2 will be credited directly to Player's Payment Account on a monthly basis.

9.17 Powerball – Description and Winnings

- 9.17.1 'Powerball' is a myLotto24 Game based on Powerball, which is a lottery managed and operated by MUSL ('Lottery Powerball'). Lottery Powerball involves a random draw of five numbers, selected from the numbers 1 to 69 ('White Ball Number') plus one number selected from the numbers 1 to 26 ('Powerball Number').

- 9.17.2 If Player wishes to bet on the Lottery Powerball, he selects on a Powerball Virtual Bet Slip the number of betting boxes and the number of draws that he wishes to bet. There are ten betting boxes on a 'Standard Bet Slip'; at least one of them must be completed. Each betting box completed is treated as a separate Bet. Each betting box consists of a White Ball Number box with 69 White Ball Numbers and a Powerball box with 26 Powerball Numbers. For each betting box, five of the 69 Numbers and one Powerball are to be selected. Numbers may be chosen by Player himself or by a random generator.

- 9.17.3 myLotto24 reserves the right, in its sole discretion, to pay Players of myLotto24 Winning Bets in Prize Category 1 their Winnings either in a 30-year annuity or in a lump sum, both credited directly to Player's Bank Account. If myLotto24 decides to pay out Player in a 30-year annuity, Player will receive 30 variable instalments over 30 years, each slightly higher than the previous one. The total amount received by Player will differ depending on whether the Winnings are paid in a lump sum or in a 30-year annuity, as set out in Condition 9.17.4 below.
- 9.17.4 The minimum Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 in respect of each draw of Powerball will be calculated by myLotto24 as follows:
- a) If MUSL has announced at least one Powerball Winning Ticket in Prize Category 1, the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 will not be less than the Quota as announced by MUSL for Prize Category 1 multiplied by the number of Powerball Winning Tickets in Prize Category 1, divided by the total number of Powerball Winning Tickets and the myLotto24 Winning Bets for the relevant draw of Powerball, reduced (i) by an amount equal to the taxes that would have been payable by an out-of-state holder of a Powerball Winning Ticket in Prize Category 1 of the relevant state lottery, which will be 38 per cent of the Prize and (ii) if myLotto24 decides to pay the Winnings by way of lump sum only, by a further 40 per cent.
  - b) If MUSL has announced no Powerball Winning Tickets in Prize Category 1, the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 will not be less than the amount that MUSL would have paid out to a Powerball Winning Ticket in Prize Category 1 if there had been one Powerball Winning Ticket in Prize Category 1, divided by the total number of the myLotto24 Winning Bets in Prize Category 1 for the relevant draw of Powerball, reduced (i) by an amount equal to the taxes that would have been payable by an out-of-state holder of a Powerball Winning Ticket in Prize Category 1 of the relevant state lottery, which will be 38 per cent of the Prize and (ii) if myLotto24 decides to pay the Winnings by way of lump sum only, by a further 40 per cent.
  - c) Examples for Prize Category 1:  
  
**Example 1:** There are two myLotto24 Winning Bets in Prize Category 1 and two Powerball Winning Tickets announced by MUSL in Prize Category 1 in respect of a Powerball Jackpot of \$100,000,000. myLotto24 decides to pay out Players of the myLotto24 Game Powerball in a 30-year annuity: The Quota payable to each of the Powerball Winning Tickets would be half share of the Powerball Jackpot, i.e. \$50,000,000 (before deduction of any relevant taxes). Therefore, the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 would not be less than \$25,000,000, reduced by an amount equal to the taxes an out-of-state winner of the relevant state lottery would be required to pay which will be 38 per cent of the Prize, paid out in 30 instalments over 30 years. Each myLotto24 Winning bet will therefore receive \$15,500,000 paid out in a 30-year annuity (case a)).

**Example 2:** There are four myLotto24 Winning Bets in Prize Category 1 and no Powerball Winning Ticket announced by MUSL in Prize Category 1 in respect of a Powerball Jackpot of \$100,000,000. myLotto24 decides to pay out Players of the myLotto24 Game Powerball in a lump sum: The Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 would not be less than a one-quarter share of the Powerball Jackpot, i.e. \$25,000,000, reduced by an amount equal to the taxes an out-of-state winner of the relevant state lottery would have to pay which will be 38 per cent of the Prize and further reduced by 40 per cent for the payout in a lump sum. Each myLotto24 Winning bet will therefore receive \$9,300,000 paid out in a lump sum (case b)).

- 9.17.5 The aggregate of the Prizes payable by myLotto24 for Prize Category 1 on any draw of Powerball shall never exceed an amount equal to the Powerball Jackpot for the relevant draw of the Lottery Powerball, reduced by the deductions set out in Condition 9.17.4.
- 9.17.6 The Prize payable by myLotto24 in respect of each myLotto24 Winning Bet for the myLotto24 Game Powerball shall be in Prize Category 2 \$1,000,000, in Prize Category 3 \$50,000, in Prize Category 4 \$100, in Prize Category 5 \$100, in Prize Category 6 \$7, in Prize Category 7 \$7, in Prize Category 8 \$4 and in Prize Category 9 \$4.

#### 9.18 Mega Millions – Description and Winnings

- 9.18.1 ‘Mega Millions’ is a myLotto24 Game based on Mega Millions which is a lottery managed and operated by MUSL (‘Lottery Mega Millions’). Lottery Mega Millions involves a random draw of five numbers, selected from the numbers 1 to 70 (‘Number’) plus one number selected from the numbers 1 to 25 (‘Megaball Number’).
- 9.18.2 If Player wishes to bet on the Lottery Mega Millions, he selects on a Mega Millions Virtual Bet Slip the number of betting boxes and the number of draws that he wishes to bet. There are ten betting boxes on a ‘Standard Bet Slip’; at least one of them must be completed. Each betting box completed is treated as a separate Bet. Each betting box consists of a Number box with 70 Numbers and a Megaball Number box with 25 Megaball Numbers. For each betting box, five of the 70 Numbers and one Megaball are to be selected. Numbers may be chosen by Player himself or by a random generator.
- 9.18.3 myLotto24 reserves the right, in its sole discretion, to pay Players of myLotto24 Winning Bets in Prize Category 1 their Winnings either in a 30-year annuity or in a lump sum, both credited directly to Player’s Bank Account. If myLotto24 decides to pay out Player in a 30-year annuity, Player will receive 30 variable instalments over 30 years, each slightly higher than the previous one. The total amount received by Player will differ depending on whether the Winnings are paid in a lump sum or in a 30-year annuity, as set out in Condition 9.18.4 below.
- 9.18.4 The minimum Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 in respect of each draw of Mega Millions will be calculated by myLotto24 as follows:

- a) If MUSL has announced at least one Mega Millions Winning Ticket in Prize Category 1, the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 will not be less than the Quota as announced by MUSL for Prize Category 1 multiplied by the number of Mega Millions Winning Tickets in Prize Category 1, divided by the total number of Mega Millions Winning Tickets and the myLotto24 Winning Bets for the relevant draw of Mega Millions, reduced (i) by the amount of taxes that would have been payable by an out-of-state holder of a Mega Millions Winning Ticket in Prize Category 1 of the relevant state lottery, which will be 38 per cent of the Prize and (ii) if myLotto24 decides to pay the Winnings by way of lump sum only, by a further 40 per cent.
- b) If MUSL has announced no Mega Millions Winning Tickets in Prize Category 1, the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 will not be less than the amount that MUSL would have paid out to a Mega Millions Winning Ticket in Prize Category 1 if there had been one Mega Millions Winning Ticket in Prize Category 1, divided by the total number of the myLotto24 Winning Bets in Prize Category 1 for the relevant draw of Mega Millions, reduced (i) by the amount of taxes that would have been payable by an out-of-state holder of a Mega Millions Winning Ticket in Prize Category 1 of the relevant state lottery, which will be 38 per cent of the Prize and (ii) if myLotto24 decides to pay the Winnings by way of lump sum only, by a further 40 per cent.
- c) Examples for Prize Category 1:

**Example 1:** There are two myLotto24 Winning Bets in Prize Category 1 and two Mega Millions Winning Tickets announced by MUSL in Prize Category 1 in respect of a Mega Millions Jackpot of \$100,000,000. myLotto24 decides to pay out Players of the myLotto24 Game Mega Millions in a 30-year annuity: The Quota payable to each of the Mega Millions Winning Tickets would be half share of the Mega Millions Jackpot, i.e. \$50,000,000 (before deduction of any relevant taxes). Therefore, the Prize payable in respect of each myLotto24 Winning Bet in Prize Category 1 would not be less than \$25,000,000, reduced by the taxes to out-of-state winners of the relevant state lottery which will be 38 per cent of the Prize, paid out in 30 instalments over 30 years. Each myLotto24 Winning bet will therefore receive \$15,500,000 paid out in a 30-year annuity (case a)).

**Example 2:** There are four myLotto24 Winning Bets in Prize Category 1 and no Mega Millions Winning Ticket announced by MUSL in Prize Category 1 in respect of a Mega Millions Jackpot of \$100,000,000. myLotto24 decides to pay out Players of the myLotto24 Game Mega Millions in a lump sum: The Prize payable in respect of each myLotto24 Mega Millions Jackpot, i.e. \$25,000,000, reduced by the taxes to out-of-state winners of the relevant state lottery which will be 38 per cent of the Prize and further reduced by 40 per cent for the payout in a lump sum. Each myLotto24 Winning bet will therefore receive \$9,300,000 paid out in a lump sum (case b)).

- 9.18.5 The aggregate of the Prizes payable by myLotto24 for Prize Category 1 on any draw of Mega Millions shall never exceed an amount equal to the Mega Millions Jackpot for the relevant draw of the Lottery Mega Millions, reduced by the deductions set out in Condition 9.18.4.

- 9.18.6 The Prize payable by myLotto24 in respect of each myLotto24 Winning Bet for the myLotto24 Game Mega Millions shall be in Prize Category 2 \$1,000,000, in Prize Category 3 \$10,000, in Prize Category 4 \$500, in Prize Category 5 \$200, in Prize Category 6 \$10, in Prize Category 7 \$10, in Prize Category 8 \$4 and in Prize Category 9 \$2.

## **10 Instant Win Games**

The specific rules for each Instant Win Game can be found on the Web Site under section 'Help'. Unless specified otherwise on the Web Site, the following general provisions apply:

- 10.1 Instant Win Game tickets offer Players the opportunity to participate in Instant Win Games operated by myLotto24. Game plans and the probability of winning for the Instant Win Games are set by myLotto24.
- 10.2 Upon playing an Instant Win Game, Player is randomly allocated a pre-determined result. Any actions undertaken by Player during the Instant Win Game do not influence that result.
- 10.3 Stakes for the relevant Instant Win Game will be displayed on the Web Site within the respective Instant Win Game.
- 10.4 Player purchases tickets of the respective Instant Win Game by clicking the 'Pay & play' or a similarly named button; the contract between Player and myLotto24 on the purchase of an Instant Win Game ticket is considered concluded in this moment. Player must be sure, and solely responsible for ensuring, that all elements of the purchase of Instant Win Game tickets are correct: once the order is submitted by clicking the button and therewith confirming the purchase of the Instant Win Game ticket, it cannot be cancelled or amended in any way by Player. Stakes will then be debited from Player's Player Account or taken using any other means of payment accepted by myLotto24 and selected by Player.
- 10.5 Instant Win Game tickets do not have to be played immediately after payment. If Player does not play an Instant Win Game ticket with the status 'Continue game' within seven days (168 hours) of purchase, the Instant Win Game ticket will be opened automatically, the Instant Win Game will be played automatically and a Prize (if applicable) will be credited to Player's Player Account.
- 10.6 Players learn immediately after having started the game by playing or opening the ticket whether and, if applicable, the amount they have won.
- 10.7 Players can find details of the Prize Category and the Prizes that can be won on the Web Site under section 'Prize table' for the respective Instant Win Game.
- 10.8 If there is a discrepancy between the Prize displayed immediately at the end of the Instant Win Game and the amount displayed in Player's Player Account, then the amount displayed in the Player Account is decisive.
- 10.9 In the course of special promotions, myLotto24 offers packages of different Instant Win Game tickets, the combination of which may not be revealed to Player at the time of the purchase and shall be determined in myLotto24's sole discretion.



- 10.10 Descriptions and special provisions of the Instant Win Games and the packages of Instant Win Game tickets described in Condition 10.9 above can be found on the Web Site under section 'Help' of the respective Instant Win Game.

## **SECTION C – GENERAL TERMS**

### **11 Legal admissibility of Internet gambling**

- 11.1 Internet gambling may be illegal in some jurisdictions or its legal admissibility may be in doubt. Each Player acknowledges and accepts that myLotto24 cannot and does not give any legal advice or assurance or make any representation of any kind in respect of the lawfulness or legal admissibility of using their Products and services in the jurisdiction where Players reside or are located.
- 11.2 The Products and services provided by myLotto24 are intended exclusively for Players who are not prohibited by the laws of any applicable jurisdiction from gambling on the Internet. The Web Site does not constitute an offer or invitation to participate in Products offered by myLotto24 in any jurisdiction in which such activities are prohibited by law.
- 11.3 myLotto24 shall not be liable for any inadmissible or unauthorised use of the Web Site or myLotto24's Products and services.

### **12 Complaints**

- 12.1 If Player has any questions or wishes to raise a complaint about the performance of activities licensed by the Gambling Commission, they may, in the first instance, contact myLotto24 either by e-mail to [service@mylotto24.co.uk](mailto:service@mylotto24.co.uk) or by telephone at 00800 3636 3636 and attempt to resolve the dispute informally.
- 12.2 A copy of myLotto24's complaint procedure is available here: [www.mylotto24.co.uk/complaints-policy](http://www.mylotto24.co.uk/complaints-policy) and may also be requested either by e-mail to [service@mylotto24.co.uk](mailto:service@mylotto24.co.uk) or by telephone at 00800 3636 3636.
- 12.3 Should myLotto24 and Player be unable to informally resolve a dispute arising out of Player's complaint, Player may refer it to a recognised professional independent dispute resolution service such as IBAS ([www.ibas-uk.com](http://www.ibas-uk.com)). myLotto24 is not obliged to participate in alternative dispute resolution. myLotto24 and Player will also always have the option of resolving the dispute using court action (please see Condition 19 below for more detail).
- 12.4 If Player wishes to have information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only.

### **13 Rights of myLotto24**

#### **13.1 Non-payment of Winnings**

- 13.1.1 myLotto24 shall have no obligation to pay any Winnings, or credit any Winnings to Player's Player Account:
- a) in respect of any Bet placed after the relevant cut-off time for that draw;

- b) in respect of any Bet erroneously accepted by myLotto24 after the cut-off time for placing Bets on the applicable Lottery or in respect of a Lottery that has already taken place at the time when the Bet is placed;
  - c) if myLotto24 becomes aware of an error in relation to a Bet or a purchase of an Instant Win Game ticket and is not able to contact Player to correct the error and confirm the Bet or the purchase of an Instant Win Game ticket before the relevant cut-off time;
  - d) in respect of any Bet or purchase of Instant Win Game tickets by Player who myLotto24 reasonably believes has been involved in any fraud-related activities or has provided false or misleading information in relation to the placing of the Bet, the purchase of the Instant Win Game ticket, the operation of his Player Account or otherwise in connection with the Web Site or the Products and services offered via it;
  - e) where Player has – despite requests by myLotto24 in accordance with Condition 7.2 – not provided, and/or myLotto24 has not received, copies of Valid Identification Documents or other means of verification required by myLotto24 or any other documents or consent required pursuant to Condition 7.2 within the period of 90 days (or such other period described in Condition 7.2) from the announcement of the Prizes;
  - f) where the Player is in breach of Condition 3.1, 4.1 and/or any other material provision of these Terms; or
  - g) in respect of Prizes for any Bet on the Lottery Cash4Life after the date of death of the Player;
  - h) in respect of any myLotto24 Winning Bet if payment or the amount of any Winnings due to a Player has been performed by a third party. In this case the payment by the third party shall constitute performance by myLotto24 of its obligation to pay such Winnings under these Terms, and Player shall not be entitled to claim any further amounts from myLotto24.
- 13.1.2 In making any decision as to whether Condition 13.1 applies, myLotto24 shall be entitled to rely on information collected by and provided to myLotto24.
- 13.1.3 The credit of Winnings by myLotto24 to the Player Account or the transfer of Winnings to Player shall not entitle Player to any claim over any such Winnings which Player is legally not entitled to. myLotto24 may at any time reclaim Winnings transferred to Player to the extent that Player has no right to – in particular with respect to such Winnings to which Player is not entitled in accordance with this Condition 13.1, and Player shall immediately do all such things as are required to give effect to such reclaim request by myLotto24.
- 13.1.4 If any Bet or purchase of Instant Win Game ticket is voided in accordance with Condition 13.1.1a), b) or c), myLotto24 will offer Player the option of placing any such Bet on the next relevant draw or purchasing a new Instant Win Game ticket or having the stake credited to Player's Player Account. If any Bet or purchase of an Instant Win Game ticket is otherwise voided by myLotto24 in accordance with this Condition 13.1, the relevant stake associated with that Bet or purchase may

– in myLotto24’s sole discretion – be forfeited (except where the Stake was placed by a Player who is under 18 years of age) or returned to that person’s Player Account.

### 13.2 Other rights

In addition, myLotto24 reserves the right:

- a) to terminate, vary or suspend any aspect of the Web Site and the content and – with four weeks’ prior notice – the provision of the Products or services offered on the Web Site if myLotto24 ceases to offer a Product or a service or Products or services for any other reason at myLotto24’s sole discretion; and
- b) to not accept Bets for any reason whatsoever;
- c) to set off against a Player’s Winnings the amount of any unpaid Stake or other monies owed by that Player; and
- d) (but shall not be obliged) to require that the relevant Player provides Valid Identification Documents or other means of verification in order to enable myLotto24 to satisfy itself as to the validity of Player Account details and the Player’s entitlement to the Prizes and their transfer to a specific Payment Account provided by Player in accordance with these Terms.

## 14 Decisions of myLotto24 are binding

Subject to Condition 19.3, myLotto24’s decisions as to whether or not a myLotto24 Winning Bet is valid or in respect of the payout or awarding of Prizes and any exercise by myLotto24 of any discretion under these Terms shall be final and binding upon all Players and any other person. Without prejudice to anything in Condition 17, where myLotto24 makes a final decision or exercises any discretion referred to above, myLotto24 may, solely at its option, reimburse the Stakes paid by Player for the relevant myLotto24 Product or replace the disputed Bet or Instant Win Game ticket with a Bet of equivalent value in respect of the next relevant draw or with an Instant Win Game ticket of equivalent value. In the event of a dispute in respect of a Bet or the payout or awarding of any Prize, myLotto24 may withhold payout of the Prize and/or either of them may make an equivalent payment into court until any dispute has been resolved.

## 15 Web Site, links and banners

- 15.1 Players must not misuse the Web Site by introducing viruses, Trojans, worms, or other material that is malicious or harmful.
- 15.2 While myLotto24 endeavours to ensure that the information on this Web Site is correct (in particular descriptions of the different Products, probability of winning, results and Prizes), myLotto24 does not guarantee the accuracy or completeness of any such information. The Web Site may contain typographical errors or other inaccuracies or information that is out of date.
- 15.3 myLotto24 is not responsible for any promotional links or advertising banners of third-party advertisers appearing on the Web Site.
- 15.4 myLotto24 will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other harmful material that may infect Player’s computer

equipment, computer programs, data or other material due to Player's use of the Web Site or any website linked to it.

15.5 The contents of this Web Site (including these Terms) are protected by international copyright laws and other intellectual property rights. The owner of these rights is myLotto24, its affiliates or other third-party licensors. All Product and company names and logos mentioned on this Web Site are the trademarks, service marks or trading names of their respective owners, including myLotto24. Players are permitted to print and download extracts from this Web Site only for their personal reference, provided that:

- a) no documents or related graphics on this Web Site are modified in any way;
- b) no graphics on this Web Site are used separately from accompanying text; and
- c) the status of myLotto24 (and that of any identified contributors) as the author of any material on this Web Site is always acknowledged.

15.6 Otherwise, no part of this Web Site may be reproduced or stored, modified, copied, republished, uploaded, posted, transmitted or distributed, by any means or in any manner, or included in any other website or in any public or private electronic retrieval system or service, including text, graphics, video, messages, code and/or software without myLotto24's express prior consent.

## **16 Data protection**

myLotto24 complies with its legal obligations regarding Players' personal data. Specific details regarding the collection and processing of personal data can be found in the Privacy Policy.

## **17 Liability of myLotto24**

17.1 Nothing in these Terms shall exclude or restrict myLotto24's liability for death or personal injury resulting from its negligence or for any fraud. Nothing in these Terms will affect a Player's legal rights. For information about such legal rights, Player should contact its local Citizens Advice Bureau or visit the Citizens Advice website at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

17.2 If myLotto24 fails to comply with these Terms, it will be responsible for any loss or damage Player suffers that is a foreseeable result of its breach of these Terms or its negligence, but myLotto24 will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of myLotto24's breach or if it was contemplated by Player and myLotto24 at the time that Player opened a Player Account.

17.3 myLotto24 shall have no responsibility to Player or any other person in respect of:

- a) the refusal to sell a myLotto24 Product or provide a service to any person or to allow any person to purchase a myLotto24 Product;
- b) money lost by placing losing or invalid Bets or purchasing losing or invalid Instant Win Game tickets;

- c) any losses caused arising from the misuse or unauthorised use of Login Credentials;
- d) myLotto24's inability to payout any Prizes due to incorrect, incomplete or invalid information provided by Player and required for the payout; and
- e) any loss or damage that may arise from the insolvency, administration, winding-up or bankruptcy (or other similar event or procedure) of any other party or any bank with which myLotto24 maintains accounts.

17.4 myLotto24 endeavours to ensure that the Web Site and the Products and services available through it are available to Players as much as is reasonably possible, but myLotto24 cannot and does not guarantee that (i) the Web Site will be available at any specific time or for any specific period, (ii) the Web Site's features, functionality or performance will meet Player's requirements or those of anyone else, or (iii) that the Web Site or its features and functionality are, or will be, compatible with, or available on, the device or system used by Player to access the Web Site. myLotto24 also does not warrant or represent that any alerts Player may choose to subscribe to (such as, for example, the 'Jackpot Alarm') will be provided in advance of the cut-off time for placing a Bet on the relevant draw or myLotto24 Game and shall have no liability to Player if any such alerts are incorrect or delayed or are not sent to or not received by Player.

17.5 Without limiting myLotto24's obligation to pay out Winnings to Player in respect of successful and valid Bets or purchases of Instant Win Game tickets placed and accepted or bought in accordance with these Terms, myLotto24's liability for damages to Player shall – regardless of the legal grounds – be limited to:

- a) where myLotto24's liability relates to a myLotto24 Product – the aggregate of the Stakes placed by Player on the myLotto24 Product in respect of which myLotto24's liability has arisen;
- b) where myLotto24's liability relates to the misapplication of Stakes – the amount of money which has been misplaced by myLotto24; and
- c) in respect of any other liability of myLotto24 – an aggregate of five thousand pounds sterling (£5,000).

17.6 The provisions of this Condition 17 also apply where liability has arisen before conclusion of the agreements. This Condition 17 shall further survive the termination or expiry of these Terms.

## **18 Events beyond the reasonable control of myLotto24**

Notwithstanding any other provision of these Terms, myLotto24 shall not be liable to a Player or any person for:

18.1 any event beyond its reasonable control, including:

- a) any act of God, actual or threatened war, or other threat or challenge to governmental authority, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority, strike, lockout or other industrial action (other than of

myLotto24's or its subcontractors' own workforce), fire, flood, drought or tempest;

- b) any power cut and/or failure or obstruction of any network, broadcasting or telecommunications service;
- c) the failure of, or damage or destruction to, or any errors caused by, any computer systems or records (including the Web Site), or any aspect of such computer systems or records, including as a result of any distributed denial-of-service attack, virus or other harmful material; and
- d) any other action or event that prevents or hinders the placement or issue of a valid Bet or purchase of an Instant Win Game ticket;

18.2 delays, losses, errors or omissions in or made by the postal or other delivery service or the banking system; or

18.3 the failure or malfunction of the equipment or technology of the relevant Player or his Internet service provider, bank or credit card provider.

If myLotto24 cannot perform its obligations under these Terms due to an event beyond its reasonable control (as set out in Condition 18.1 above), a Player may terminate and close their Player Account and stop using the Web Site in accordance with Condition 4.5 above.

## **19 Applicable law**

19.1 All transactions whether contractual or otherwise between Players and myLotto24 shall be deemed to be concluded and take place in England, United Kingdom. Each Bet is placed and received in England and each Instant Win Game ticket is purchased in England.

19.2 These Terms, and any dispute or claim arising out or in connection with them or their subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales. Notwithstanding that, as a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including this paragraph affects your rights as a consumer to rely on the mandatory provisions of such local laws.

19.3 Any dispute or claim arising in connection with these Terms or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales unless the Player chooses the courts of the member state of the European Union in which he is resident. If you are a consumer resident in Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

## **20 Other important terms**

20.1 Each of the provision of these Terms operates separately. If any provision of these Terms is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of these Terms will remain in full force and effect and will not in any way be impaired. If any provision of these Terms is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision

in question will apply with the minimum modifications necessary to make it valid and enforceable.

- 20.2 Please note that all notices for myLotto24 under these Terms should be sent by e-mail to [service@mylotto24.co.uk](mailto:service@mylotto24.co.uk). Notices to Player will be sent to the e-mail address specified in the Player's Player Account.
- 20.3 myLotto24 may, but Player may not (unless myLotto24 agrees in writing), assign any rights and/or transfer, sub-contract or delegate any of their respective obligations under these Terms, and/or charge or deal in any other manner with any contract created under these Terms or any of myLotto24's or the Player's respective rights or obligations. myLotto24 may transfer and assign any contract between myLotto24 and a Player to any of its affiliates or subsidiaries, or to any third party (including Tipp24 Services Limited and Zeal Network SE) in conjunction with the transfer of all or part of the business and assets of myLotto24. myLotto24 will inform the Players of any such transfer or assignment of a contract, whether in full or in part, on the Web Site. Such information will include the assignee. By their next visit to the Web Site, Players accept and agree to the transfer and assignment. No transfer or assignment in accordance with this Condition shall prejudice a Player's legal and consumer rights, or affect a Player's rights or obligations under these Terms. Please note that a Player may terminate and close their Player Account and stop using the Web Site at any time in accordance with Condition 4.5 above.
- 20.4 Any purported assignment, transfer, subcontracting, delegation, charging or dealing in contravention of these Terms by the Player shall be ineffective (unless myLotto24 agrees otherwise in advance in writing). These Terms are personal to the Player and are entered into by the Player for his own benefit and not for the benefit of any third party.
- 20.5 These Terms are between, and are not intended to give rights to anyone other than, myLotto24 and the applicable Player and do not create any third party beneficiary rights. No third party will have any rights to enforce any provision of these Terms.
- 20.6 myLotto24 may delay enforcing its rights under these Terms without waiving or losing the right to do so later. Any omission to exercise, or delay in exercising, any right or remedy under these Terms shall not constitute a waiver of that, or any other, right or remedy. The waiver of any rights or remedies arising under these Terms or by law shall not constitute a continuing waiver of that right or remedy or a waiver of any other right or remedy.
- 20.7 The rights, powers, privileges and remedies conferred in these Terms are cumulative and are not exclusive of any other mandatory rights, powers, privileges or remedies provided by law.

## **21 Contact myLotto24**

If you have any queries about these Terms, please contact Customer Service by e-mail at [service@mylotto24.co.uk](mailto:service@mylotto24.co.uk)