



Regulating the National Lottery

Euromillions and UK Millionaire maker

Licence under Section 6 of
The National Lottery etc. Act 1993

Section 6

**LICENCE UNDER SECTION 6 OF
THE NATIONAL LOTTERY ETC. ACT 1993
EUROMILLIONS AND UK MILLIONAIRE
MAKER**

July 2022

**LICENCE UNDER SECTION 6 OF
THE NATIONAL LOTTERY ETC. ACT 1993**

The Gambling Commission in exercise of the powers conferred on it by Section 6 of the National Lottery Act hereby grants to Camelot UK Lotteries Limited¹ a licence to promote lotteries of the description specified in Schedule 1 hereto subject to the conditions contained in Schedule 2 and 3 hereto.

This Licence shall have effect from 1 February 2014 and (unless suspended or revoked pursuant to the provisions of the National Lottery Act and/or the Third Licence) shall have effect until the date on which the Third Licence determines for whatever reason.

Signed on behalf of the Gambling Commission

.....

Head of National Lottery Licensing and Enforcement

July 2022

Issue 3

Version 5

EuroMillions and UK Millionaire Maker

¹ Licence varied by consent on 3 August 2010

INTERPRETATION

1. In this licence (including the Schedules):

“Articles of Association” means the Articles of Association of SLE, adopted on 2 June 2003;

“Co-ordinated Lottery” shall have the meaning ascribed to it in the EuroMillions Lottery Operators’ Agreement;

“Entry” means a EuroMillions Entry and a UK Millionaire Maker Entry in one or more Draws;

“EuroMillions Entry” means a chance or entry in the EuroMillions Game which has been registered as an entry on the Central Computer System;

“EuroMillions Framework Agreement” means the agreement entered into between La Française des Jeux, Loterías y Apuestas del Estado, SLE and the Licensee on 30 January 2004, as amended from time to time with (except in the case of Procedures annexed to schedule 2 of that agreement for which consent shall not be required unless otherwise notified) the prior consent of the Commission²;

“EuroMillions” means the EuroMillions game as described in the Games Procedures;

“EuroMillions Key Procedure”³ means the Prize Reserve Trust No 4 Account, EuroMillions prize payout percentage (PPO) and EuroMillions Lottery Exchange Rate (LER) procedure which has been designated a Key Procedure pursuant to Condition 5.12A of the Third Licence and which details the principles governing the Prize Reserve Trust No 4 Account and the process by which its balance, the PPO and the LER will be annually reviewed;

“EuroMillions Lottery Operators’ Agreement” means the agreement entered into between La Française des Jeux, Loterías y Apuestas del Estado, SLE and the Licensee on 12 January 2004, and as amended from time to time with, where required, the prior consent of the Commission;

“EuroMillions Reserve Fund” means the fund to which the Lottery Operators regularly contribute, which fund may be used, in accordance with the provisions of the Common Game Rules contained in the Lottery Operators’ Agreement⁴.

“European Millionaire Maker” means the community-wide European Millionaire Maker game as described in the Game Procedures;

“European Millionaire Maker Prize” means the prize(s) won by a Prizewinner(s) in a European Millionaire Maker draw, being €1,000,000 or such greater amount as determined in accordance with the terms of this Licence and the EuroMillions Key Procedure⁵;

“Games Procedures” means the EuroMillions and UK Millionaire Maker Games Procedures as set out in Part A of Schedule 3 to this Licence (via hyperlink) and the EuroMillions and UK Millionaire Maker Online Games Procedures as set out in Part B of Schedule 3 to this Licence (via hyperlink);

“Licensed Lotteries” means lotteries the promotion of which are authorised by this

² Licence varied by consent on 24 February 2009

³ Licence varied by consent with effect from 1 February 2020

⁴ Licence varied by consent on 1 September 2014

⁵ Licence varied by consent with effect from 1 February 2020

licence;

“Lottery Operator” means each lottery operator which operates the Co-ordinated Lottery in its jurisdiction;

“Non-Cash Prize” means any prize that includes an element that is not payable in cash (except if a cash alternative to that Non-Cash Prize is taken), which does not negatively impact the image or reputation of The National Lottery⁶;

“Permitted Territory” means the United Kingdom and the Isle of Man;⁷

“Play” means an Entry by a Registered Player in the Licensed Lotteries via the Interactive Platform otherwise than by Subscription⁸;

“Prize Pool” means the total amount payable by way of prizes in a EuroMillions Game Licensed Lottery (or the amount payable in respect of any specified prize level) in accordance with the Game Procedures.

“Prize Reserve Trust No 4 Account” has the meaning set out in the Trust Deed pursuant to which the Players’ Trust is constituted;

“Prizewinner” means a person who has won a prize(s) in one or both of the Licensed Lotteries;

“SLE” means Services aux Loteries en Europe SCRL, a company incorporated in Brussels, the registered office of which is at Avenue de Tervueren 448, Woluwe- Saint-Pierre, B1150 Brussels, Belgium;

“Subscription Facility” means a procedure adopted by the Licensee which enables members of the public who are eligible to purchase Tickets to participate in the Licensed Lotteries for a multiple number of draws other than by purchasing a Ticket in a Retail Outlet;

“Third Licence” means the licence granted to the Licensee on 1 February 2009 by the Commission under Section 5 of the National Lottery Act;

“Ticket” means an Entry by a player in the Licensed Lotteries by way of a ticket purchased or issued otherwise than via the Interactive Platform or by way of a Subscription and includes any document providing evidence of a person’s Entry in the Licensed Lotteries;

“UK Millionaire Maker Entry”⁹ means an Entry in the UK Millionaire Maker Game which has been recorded as an Entry on the Licensee’s Central Computer System;

“UK Millionaire Maker”¹⁰ means the UK Millionaire Maker game as described in the Games Procedures;

“UK Millionaire Maker Prize”¹¹ means the prize(s) won by a Prizewinner(s) in the UK Millionaire Maker, being £1,000,000 or such greater amount as determined in accordance with Schedule 2 Condition 11A(4); and

⁶ Licence varied by consent on 1 September 2014

⁷ Licence varied by consent on 29 July 2022

⁸ Licence varied by consent on 1 September 2014

⁹ Licence varied by consent on 1 September 2014

¹⁰ Licence varied by consent on 1 September 2014

¹¹ Licence varied by consent on 1 September 2014

“UK Millionaire Maker Prize Fund¹²” means a fund which can be used to fund UK Millionaire Maker and Non-Cash Prizes in accordance with arrangements agreed in the EuroMillions Key Procedure¹³.

“UK Millionaire Maker Reserve Fund¹⁴” is a term used in the Game Procedures in reference to money accumulated in Prize Reserve Trust No 4 Account, the arrangements for which are set out in this Licence.

2. Unless the context otherwise requires, the interpretation provisions contained in Condition 2 to the Third Licence shall apply to this Licence as if that condition were incorporated in this Licence.
3. So far as not inconsistent therewith, words and expressions defined in the Third Licence shall bear the same meaning in this Licence as they have in the Third Licence.
4. Nothing in these conditions shall in any way limit or prejudice the effect of or any obligation of the Licensee to comply with any regulations which may be made by the Secretary of State under Section 12 of the National Lottery Act, whether made before or at any time after the date of this Licence.

¹² Licence varied by consent on 1 September 2014

¹³ Licence varied by consent with effect from 1 February 2020

¹⁴ Licence varied by consent on 1 September 2014

SCHEDULE 1

Description of the Licensed Lotteries

1. Name

The lotteries promoted as Licensed Lotteries shall be known as EuroMillions and UK Millionaire Maker.

2. Matrix

- (1) ¹⁵A EuroMillions Entry shall comprise a selection made by, or at the participant's choice, randomly generated on behalf of a participant, of five different numbers, each number being between one and fifty inclusive and two different numbers, each number being between one and twelve inclusive.
- (2) A UK Millionaire Maker Entry shall comprise a selection of one unique set of four letters followed by five numbers which have been selected on a random basis by the Central Computer System. A European Millionaire Maker Entry is also based on the same unique selection of four letters and five numbers for UK Players.

3. Winning Entries

Winning Entries in the Licensed Lotteries shall be determined by way of Draws.

4. Prize Structure

The prize structures for the Licensed Lotteries shall be those set out in the Games Procedures.

5. Entries

Each Entry shall be recorded on the Central Computer System by way of a Ticket or a Play or a Subscription.

6. Price¹⁶

Save with the consent of the Commission, the price of each Entry shall be £2.50. Each EuroMillions Entry has a cost of £1.74. Each UK Millionaire Maker Entry has a cost of £0.76. For the avoidance of doubt, it is not possible to play the UK Millionaire Maker Game without playing the EuroMillions Game and vice-versa.

7. Area

Entries shall be offered for sale on a national basis, throughout the United Kingdom and the Isle of Man. Tickets shall be available in all Retail Outlets. Plays shall be available via the Interactive Platform. Subscriptions shall be available through the Subscription Facility.

¹⁵ Licence varied by consent with effect from 7 May 2011

¹⁶ Licence varied by consent with effect from 1 February 2020

SCHEDULE 2

CONDITIONS RELATING TO THE SALE OF TICKETS, PLAYS AND SUBSCRIPTIONS

1. Sale of Tickets

- (1) The Licensee shall not sell or offer for sale, and shall use all reasonable endeavours to ensure that no person shall sell or offer for sale, any Ticket in the Licensed Lotteries outside the Permitted Territory without the prior consent of the Commission provided always that the Licensee may (itself or through its duly authorised agent) whether within or outside the Permitted Territory sell or offer for sale any Ticket to a person reasonably believed to be a member of the armed forces of the Crown in a post outside the United Kingdom.
- (2) For the purpose of this condition a Ticket shall be treated as sold outside the Permitted Territory if:
 - (a) it is sold or offered for sale at or from premises located outside the Permitted Territory;
 - (b) it is delivered or sent to the participant at a place outside the Permitted Territory; or
 - (c) at the time of the sale of the Ticket, the person by whom the Ticket is sold, reasonably believes that payment of any prize in respect of the Ticket is to be made to a person or for the credit of an account at a place outside the Permitted Territory.

2. Sale of Plays

A Play shall be treated as sold by the Licensee to a Registered Player when he or she indicates his or her consent to making a Play in accordance with the EuroMillions and UK Millionaire Maker Online Games Procedures, and at such time part of the funds available in that player's Account shall be drawn down from that Account to purchase the relevant Play.

3. Withdrawal of the sale of Plays

The Licensee shall forthwith withdraw the sale of Plays when so required by the Commission at the Commission's sole discretion.

4. Suspension of the Third Licence

If the Third Licence is suspended under the National Lottery Act, the Licensee shall not promote any Licensed Lotteries pursuant to this licence (and in particular shall not permit any Tickets to be sold or Plays to be made in any Licensed Lotteries) without the prior consent of the Commission.

5. Public Announcements

The Licensee shall make such public or other announcements as the Commission shall direct with a view to remedying any failure by the Licensee to comply with the terms of this licence or (whether or not any such failure shall have occurred) if the Commission reasonably believes that such announcement is appropriate or necessary in order to protect the interests of participants in the Licensed Lotteries. Any such announcement shall be made at the expense of the Licensee and may be required to be made by way of any electronic means, including on the Interactive Platform, or by way of paid advertisement in such number of national or regional newspapers as the Commission may specify or by way of circulars posted to participants in the Licensed Lotteries or in such other manner (including by paid television or radio advertisement) as the Commission may reasonably require.

6. Privacy

- (1) Save as required by law, the Licensee shall not disclose (other than to the Commission) the identity of:
 - (a) any player, Registered Player or Prizewinner without the prior consent of that player, Registered Player or Prizewinner, or
 - (b) any other person or persons identified by a Prizewinner (a) as a member of the Prizewinner's playing group (being any group of persons who have agreed to contribute to a pool of funds for the purpose of playing the Licensed Lotteries) and (b) as thereby entitled to a share of the Prizewinner's prize (provided that the Licensee shall be entitled, for the purposes of this condition, to rely, without further enquiry, on the accuracy, completeness and comprehensiveness of any such identification).
- (2) ¹⁷For the purposes of this condition 6(1), a sound made by a lottery terminal to indicate that a winning ticket has been presented for a Licensed Lottery and/or the presentation of a prize entitlement message, shall not of itself constitute disclosure of the identity of a Player, Registered Player or Prizewinner (or any other person referred to in condition 6(1)(b) above).

7. Draw Frequency

¹⁸Draws for the Licensed Lotteries shall take place on every Tuesday and Friday during the term of this licence or such other day as the Commission may agree.

8. Draw Procedures

The Licensee shall ensure that all Draws in respect of all Licensed Lotteries are conducted in accordance with draw procedures.

9. Excessive Participation in Constituent Lotteries

If in the opinion of the Commission the promotion of any Licensed Lotteries shall, alone or together with any other factor, including but not limited to the promotion of any other Licensed Lotteries, have resulted or be likely to result in excessive participation in Constituent Lotteries by any person or group of persons or generally, the Commission may require the Licensee to suspend (from such date and for such period as it may specify or indefinitely) the promotion of or sale of Tickets, Plays or Subscriptions for future Licensed Lotteries.

¹⁷ Licence varied by consent with effect from 19 August 2013

¹⁸ Licence varied by consent with effect from 7 May 2011

10. General

- (1) Any Condition contained in the Third Licence that is relevant to or bears upon the promotion of the Licensed Lotteries by the Licensee pursuant to this Licence, including, but without limitation, Condition 7, shall, so far as is not inconsistent with this Licence, apply to this Licence as if that condition were incorporated in this Licence.
- (2) The Commission's rights and remedies pursuant to this Licence in relation to a breach of any condition that has been incorporated into this Licence by virtue of Condition 10(1) shall be restricted to the revocation of this Licence.
- (3) Nothing in this Condition 10 shall restrict the Commission's rights or remedies pursuant to the Third Licence that is also a breach of this Licence by virtue of Condition 10(1).

11. Use of EuroMillions Reserve Fund

- (1) The Licensee shall be entitled, without the Commission's prior written approval, to agree with the appropriate Lottery Operators that the monies (or some of them) in the EuroMillions Reserve Fund be used in accordance with Clause 3.9 (a) to (d) of the EuroMillions Framework Agreement.
- (2) ¹⁹Subject to Condition 11(1) above, prior to agreeing to the use of the monies (or some of them) in the EuroMillions Reserve Fund, the Licensee must provide the Commission with notification of its intent to use such monies. This includes notifying the Commission before either:
 - (a) adding or agreeing to add any amount to the Prize Pool beyond the proper proportion of the Ticket or Play sales for that EuroMillions Game Licensed Lottery which is required to be paid in prizes under the Game Procedures applicable to that lottery and (if applicable) any rollover funds from any previous lottery in accordance with the Game Procedures applicable to that lottery; or
 - (b) guaranteeing, undertaking or otherwise making any commitment to the effect that the amount of the Prize Pool for any EuroMillions Game Licensed Lottery will be of any particular amount or not less than any particular amount (whether then specified or determined or capable of being determined or not).
- (3) ²⁰The Licensee shall not make any announcement as to the timing of any addition to or guarantee of the Prize Pool for any EuroMillions Game Licensed Lottery or the amount of such addition or guarantee or other public disclosure of any proposal or intention unless it has provided the Commission with one month's advance notification.

¹⁹ Licence varied by consent with effect from 1 February 2020

²⁰ Licence varied by consent with effect from 1 February 2020

11A. Use of UK Millionaire Maker Prize Fund²¹²²

- (1) ²³The amount from the value of sales of UK Millionaire Maker Entries allocated to the prize fund for UK Millionaire Maker shall be 30%²⁴²⁵²⁶²⁷ of the aggregate value of the UK Millionaire Maker Entries in the relevant UK Millionaire Maker Draw, or a percentage agreed in writing between the Licensee and the Commission from time to time. Any prize funds in excess of the guaranteed one²⁸ £1,000,000 prize per draw will be allocated to the Prize Reserve Trust No. 4 Account. Any shortfall shall be borne by the following (and in the following order):
- (a) Monies (if any) standing to the credit of the Prize Reserve Trust No. 4 Account;
 - (b) Increasing the prize payout percentage (with the prior consent of the Commission).
- (2) The balance in the Prize Reserve Trust No. 4 Account shall not, save with the prior consent of the Commission and save where (1)(a) above applies fall below £4,000,000.
- (3) (a) ²⁹³⁰The Licensee shall be entitled, without the prior consent of the Commission, to increase the amount and/or the number of UK Millionaire Maker and/or Non-Cash Prizes for any UK Millionaire Maker Draw save that the maximum UK Millionaire Maker Prize paid to a single Prizewinner shall not exceed £20,000,000.
- (b) ³¹The Licensee may only increase the amount and/or the number of UK Millionaire Maker and/or Non-Cash Prizes for any UK Millionaire Maker Licensed Lottery, as provided for in (a) above, provided there are sufficient monies standing to the credit of the Prize Reserve Trust No. 4 Account, subject to any applicable conditions being fulfilled.
- (c) ³²The Licensee may only offer Non-Cash Prizes in accordance with the guidelines as set out in the Code of Practice for Non-Cash Prizes (Schedule 3: Part C) and subject to arrangements as outlined in the EuroMillions Key Procedure³³.
- (4) For the avoidance of doubt, there will be no cross-subsidisation of prize funding between the EuroMillions Game and the UK Millionaire Maker Game save that the UK Millionaire Maker Prize Fund can be used to top up €1,000,000 EuroMillions raffle prize to £1,000,000, subject to written consent from the Commission four weeks prior to the event.

²¹ Licence varied by consent on 1 September 2014

²² Licence varied by consent on 17 February 2017

²³ Licence varied by consent on 1 September 2014

²⁴ Licence varied by consent on 29 December 2014

²⁵ Licence varied by consent on 24 September 2016. Change implemented on 1 April 2016

²⁶ Licence varied by consent effective from 16 July 2018

²⁷ Licence varied by consent on 27 August 2019

²⁸ Licence varied by consent on 11 January 2019

²⁹ Licence varied by consent on 24 September 2016

³⁰ Licence varied by consent on 1 September 2014

³¹ Licence varied by consent on 1 September 2014

³² Licence varied by consent on 1 September 2014

³³ Licence varied by consent with effect from 1 February 2020

12. Additional Prize Funding

Subject to the Commission's prior consent, any prize or part of a prize in respect of any Licensed Lottery may be funded from monies other than those arising from the sale of tickets in respect of that particular Licensed Lottery. The funds representing such prize or prizes or any part of such prize or prizes shall be held in trust at the time of the draw for such Licensed Lottery in such manner and on such terms as the Commission shall approve.

13. EuroMillions Lottery Operators' Agreement and Articles of Association

- (1) The Licensee shall:
 - (a) secure that the Articles of Association are the articles of association of SLE in force at the Launch Date; and
 - (b) at all times during the period of this licence use its reasonable endeavours to procure that SLE complies with the Articles of Association.
- (2) The Licensee shall notify the Commission forthwith upon the receipt of any notice calling a meeting for the shareholders of SLE and/or any meeting referred to under clause 14 of the EuroMillions Lottery Operators' Agreement (including, for the avoidance of doubt, a Lottery Operators' Meeting, Management Committee or Working Group), and shall provide to the Commission a copy of the agenda and any other relevant documents, and shall not take part in any such meeting or vote in any resolution and/or decision before any such meetings unless the Commission has had such notice, agenda and documents at least seven days prior to the relevant meeting. In the event that the Licensee is not able to give such notice, agenda and documents to the Commission, it shall not take part in the relevant meeting unless it has given the maximum length of notice of, and information for, that meeting to the Commission that it is reasonable for it to give. For the purposes of this Condition 13(2), Camelot shall give notice to the Commission of any meeting of SLE's shareholders and/or any meeting pursuant to clause 14 of the EuroMillions Lottery Operators' Agreement as follows:
 - (a) where such notice is given during normal working hours, by telephone to such number(s) as the Commission shall notify to the Licensee from time to time and by electronic mail letter to such of the Commission's personnel as the Commission shall notify to the Licensee from time to time; and
 - (b) where such notice is given outside normal working hours, by telephone to such number(s) as the Commission shall notify to the Licensee from time to time, or failing that by facsimile letter and by electronic mail letter to such number(s) and address(es) as the Commission shall notify to the Licensee from time to time.
- (3) Without the consent of the Commission (such consent not to be unreasonably withheld or delayed), the Licensee shall not vote in favour of nor consent to the passing of any resolution of SLE and/or any decision of the Lottery Operators in relation to such matters as have been notified by the Commission to the Licensee before the relevant meeting at which such resolution and/or decision is to be considered.
- (4) The Licensee shall not transfer any of its shares in SLE to any third party without the consent of the Commission.
- (5) The Licensee shall:

- (a) ³⁴³⁵secure that the EuroMillions Lottery Operators' Agreement, without alteration or amendment, is in force at the date of this licence save that, subject to (except in the case of Procedures annexed to schedule 7 and 13 of the EuroMillions Lottery Operators' Agreement for which consent shall not be required unless otherwise notified) obtaining the Commission's prior consent (such consent not to be unreasonably withheld or delayed), the schedules to the EuroMillions Lottery Operators' Agreement may be modified in accordance with the provisions of clause 10.5 of the EuroMillions Lottery Operators' Agreement; and
 - (b) at all times during the period of this licence comply with its obligations under the EuroMillions Lottery Operators' Agreement and act in accordance with its terms to the extent that failure so to do would have a materially adverse effect on the operation of the EuroMillions Licensed Lotteries or compromise the Commission's ability to obtain access to information from, or assurance in respect of SLE or in relation to SLE's activities as so provided in the EuroMillions Lottery Operators' Agreement; and
 - (c) at all times during the period of this licence use its reasonable endeavours to enforce or exercise its rights and powers under the EuroMillions Lottery Operators' Agreement and the Articles of Association against any party to the EuroMillions Lottery Operators' Agreement or any shareholder of SLE to the extent that such enforcement relates to matters which in the opinion of the Commission (reasonably held) are material to the proper operation of each EuroMillions Licensed Lottery or the Co-ordinated Lottery; and
 - (d) ³⁶³⁷³⁸not without the consent of the Commission (such consent not to be unreasonably withheld or delayed) agree to any amendment or variation (except in the case of Procedures annexed to schedule 7, 13 and 15 of the EuroMillions Operators' Agreement for which consent shall not be required unless otherwise notified) or waiver of any terms in the EuroMillions Lottery Operator's Agreement save in respect to those terms previously agreed with the Commission.
- (6) ³⁹The Licensee shall not, without the consent of the Commission (unless such consent is expressly not required under the terms of this licence), enter into any other agreement with the parties to the EuroMillions Lottery Operators' Agreement or any of them or any other shareholder of SLE in relation to the operation of or in connection with each EuroMillions Licensed Lottery.
- (7) The Licensee shall inform the Commission forthwith of:
- (a) any fraud or other irregularity;
 - (b) any fact, matter or circumstance that might reasonably give rise to any fraud or other irregularity; and
 - (c) any reasonable suspicion that there might have been or might be fraud or other irregularity, connected with any EuroMillions Licensed Lottery, SLE or the Co-ordinated Lottery and any fact, matter or circumstance which might reasonably bring the EuroMillions licensed lotteries, SLE or the Co-ordinated Lottery into disrepute

³⁴ Licence varied by consent on 24 February 2009

³⁵ Licence varied by consent on 28 May 2010

³⁶ Licence varied by consent on 24 February 2009

³⁷ Licence varied by consent on 28 May 2010

³⁸ Licence varied by consent on 29 July 2022

³⁹ Licence varied by consent on 24 February 2009

- (8) None of the provisions of this Condition 13 shall prejudice any of the rights of the Commission contained within the Third Licence.

14. Withdrawal of the Licensed Lotteries

The Licensee shall forthwith withdraw the Licensed Lotteries if the trust arrangements established by the parties to the EuroMillions Lottery Operators' Agreement with an independent trustee are varied, waived, suspended or terminated without the prior consent of the Commission.

15. Termination or Withdrawal of the Co-ordinated Lottery

- (1) If:
- (a) the Co-ordinated Lottery terminates or is withdrawn in each jurisdiction in which such Co-ordinated Lottery games are operated, and
 - (b) subject to Condition 15(2), there remains a surplus in the Licensee's Relevant Account (as defined in the Security Trust Deed to be entered into between the Licensee, La Française des Jeux, Loterías y Apuestas del Estado (as beneficiary), SLE, and The Law Debenture Trust Corporation p.l.c. in accordance with the terms of the EuroMillions Lottery Operators' Agreement) after the discharge by the Licensee (and/or The Law Debenture Trust Corporation p.l.c. where applicable) of its obligations under such Security Trust Deed, then the Licensee shall pay such surplus to the Secretary of State on such date after such termination or withdrawal and in such manner as the Commission shall prescribe.
- (2) Any amount contained in the Licensee's Relevant Account which forms part of the Licensee's Relevant Deposit Amount (as defined in the EuroMillions Framework Agreement), together with any interest thereon, shall be excluded from the surplus referred to in paragraph (b) above.

16. Cancelled Draws

- (1) In the event that a Draw for a UK Millionaire Maker is cancelled but the Draw for the EuroMillions Game proceeds, then each Player will receive a refund for each UK Millionaire Maker Entry in that cancelled Draw.
- (2) In the event that a Draw for a UK Millionaire Maker takes place but the Draw for the EuroMillions Game is cancelled, then each Player will receive a refund for each EuroMillions Entry in that cancelled Draw.

SCHEDULE 3: PART A⁴⁰⁴¹⁴²

EuroMillions and UK Millionaire Maker Retail Games Procedures

Please refer to the EuroMillions and UK Millionaire Maker Retail Game Procedures, accessible by accessing this link:

<https://www.national-lottery.co.uk/games/in-store/euromillions/game-procedures>

⁴⁰ Licence varied by consent on 1 September 2014

⁴¹ Licence varied by consent on 24 September 2016

⁴² Licence varied by consent on 11 January 2019

SCHEDULE 3: PART B⁴³

EuroMillions and UK Millionaire Maker Online Games Procedures

Please refer to The National Lottery website which contains the EuroMillions and UK Millionaire Maker Online Game Procedures and is accessible by accessing this link:

<https://www.national-lottery.co.uk/games/euromillions/game-procedures>

⁴³ Licence varied by consent on 11 January 2019

SCHEDULE 3: Part C⁴⁴

Code of Practice for Non-Cash Prizes

The Licensee will only offer Non-Cash Prizes in accordance with the terms of its Licence, the Rules, Game Procedures and Game Specific Rules of the relevant constituent lottery.

For the purpose of this Code of Practice, “Non-Cash Prizes” means any prize that includes an element that is not payable in cash which does not negatively impact the image or reputation of The National Lottery.

The promotion of Non-Cash Prizes shall comply with all industry regulations set out in the UK Code of Broadcast Advertising (BCAP Code), the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code), the Advertising Standards Authority, Ofcom, Clearcast, the Radio Advertising Clearance Centre, the Direct Marketing Association and any other relevant industry bodies in respect of the National Lottery, every Constituent Lottery and Ancillary Activities.

The Licensee will develop Non-Cash Prizes in line with industry best practice, with emphasis on ease of Player comprehension and clarity of design and message. Non-Cash Prizes will be of an appropriately high quality and be designed and offered to Players in consideration of the guidelines below.

Excessive play

The Licensee shall use reasonable endeavours not to market a Licensed Lottery that might encourage excessive play habits.

Non-Cash Prize subject matter and visual representation

The Licensee will ensure that where required, all Non-Cash Prizes shall comply with the requirements of all relevant legislation (including subordinate legislation and the rules of statutorily recognised regulatory authorities) for the time being in force or applicable in the United Kingdom.

The Licensee will not offer, or promote Non-Cash Prizes of an overt or covert political or religious nature, or that may be likely to offend, discriminate or exclude players of the relevant Constituent Lottery. Without limitation to the generality of the foregoing the Licensee will ensure that:

- Non-Cash Prizes will not be named, designed or advertised by the Licensee in a way that suggests that winning a prize in the relevant lottery is anything other than a matter of chance;
- Non-Cash Prizes will not be named, designed or advertised by the Licensee in a way that misrepresents the chance of winning a prize in the relevant lottery;
- Non-Cash Prizes will not be named, designed or advertised in a way that exploits an individual's financial anxieties;
- Non-Cash Prizes will not be named, designed or advertised in a way that encourages excessive or reckless playing;

⁴⁴ Licence varied by consent on 1 September 2014

- Non-Cash Prizes will not be named, designed or advertised in a way that makes use of overtly sexual imagery or sexual orientation in a manner that could be interpreted as being offensive;
- Non-Cash Prizes will not be named, designed or advertised in a way that encourages unacceptably dangerous, reckless or violent activity. The Licensee will not offer, or promote Non-Cash Prizes that feature weapons or controversial sporting activities such as hunting;

The Licensee will ensure that no reference is made in the subject matter of any Non-Cash Prize, nor shall there be any visual representation associated with:

- Tobacco;
- Drugs, whether prohibited under UK law or available only on prescription;
- Use of alcohol that is inconsistent with the image of the National Lottery. Where applicable, an appropriate limit will be applied to any drinks package that is included as part of a Non-Cash Prize;
- Any form of unlawful lottery or competition;
- Anything that might promote criminal activity or unlawful behaviour;
- Any foul or abusive language;
- Anything, apart from the lottery nature of the Game, that could reasonably cause offence to an ethnic minority;
- Stereotypes, whether racial, cultural, regional, religious or sexual.

The Licensee will ensure that relevant information regarding Non-Cash Prizes is presented clearly, showing the details of the prizes on offer, together with an explanation of how the Constituent Lottery is played. Such information will be available in the relevant Game Procedures and Game Specific Rules.

Gaming and betting themes

The Licensee will ensure that no direct reference is made in the subject matter of any Non-Cash Prize, nor shall there be any visual representation associated with, any form of gambling or betting. No references to the following gaming and betting themes are permitted:

- Casino card games such as poker, blackjack or baccarat;
- Casino dice games such as craps;
- General Casino imagery;
- Gaming machines;
- Horse racing, bookmakers or betting products.

Underage play⁴⁵

Without prejudice to the generality of this requirement, the Licensee shall take all steps that may reasonably be required to ensure that Non-Cash Prizes do not have particular appeal to under 18s and no suggestion should be made in the design of Non-Cash Prizes that under 18s can participate.

Advertisements or promotions of a Non Cash Prize must not be likely to be of particular appeal to under 18s, especially by reflecting or being associated with youth culture.

Nobody under the age of 18 should appear in the advertising or promotion of a Non-Cash Prize. Non-Cash Prizes should not feature any personality, whether real or fictitious, whose example people under 18 are likely to follow or who has particular appeal to people under 18.

Winner anonymity

The Licensee will make it clear that winners have a right to choose a cash alternative by opting out of the Non-Cash Prize element during the prize validation process.

The Licensee will ensure that winners are presented with a clear explanation of the Non-Cash Prizes that are on offer, prior to their acceptance of such a Non-Cash Prize during the prize validation process. Such explanation should include the provision of specific details that make it clear for winners what winning the Non-Cash Prize may mean and whether any associated factors (such as signing a publicity agreement) may be advisable.

The Licensee will make it clear that winners have a right to opt out of publicity and choose to keep details of their prize win confidential, prior to their acceptance of such a prize during the validation process.

In accordance with Conditions 7.48 and 7.49 of the Section 5 Licence, the Licensee will ensure that the identity of a Non-Cash Prize winner is not disclosed by the Licensee or by a Licensee subcontractor without prior written consent. The Licensee will ensure that all personal data provided by winners (and guests if applicable) is processed in line with principles of the Data Protection Act.

A list of unclaimed Non-Cash Prizes will be displayed on the Licensee's website.

⁴⁵ Licence varied by consent to reflect the change of Age to Play from 16 to 18 which is applicable from 22 April 2021