

**GAMBLING
COMMISSION**



Regulating the National Lottery

National Lottery Set For Life

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

Section 6

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THE NATIONAL LOTTERY ETC. ACT 1993**

NATIONAL LOTTERY SET FOR LIFE

February 2021

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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 Limited a licence to promote lotteries of the description specified in Schedule 1 hereto subject to the conditions contained in Schedules 2 and 3 hereto (“this Licence”).

This Licence shall have effect from 15 March 2019 and shall continue in effect until the Third Licence determines for whatever reason, including suspension or revocation pursuant to the provisions of the National Lottery Act and/or the Third Licence.

Signed on behalf of the Gambling Commission

February 2021

Issue 1

Version 5

Interpretation

1. In this Licence (including the Schedules):

“Entry” means a chance or entry into a Licensed Lottery;

“Game Procedures” means the Set For Life Retail Game Procedures referred to in Part A of Schedule 3 to this Licence and the Set For Life Online Game Procedures referred to in Part B of Schedule 3 to this Licence; ¹

“Game Specific Rules” means the Game Specific Rules for Set For Life Prizes referred to in Part C of Schedule 3 to this Licence;²

“Licensed Lottery” means the lottery, the promotion of which is authorised by this Licence;

“Permitted Territory” means the European Economic Area;

“Play” means an Entry by a Registered Player in the Licensed Lottery via the Interactive Platform;

“Prizewinner” means a person who has won a prize in a Licensed Lottery;

“Prize Cap” means the prize cap for the relevant Draw as determined in accordance with the Game Procedures;

“Prize Payout Percentage” means the average percentage of Set For Life sales available to be paid out in Prizes to Players as set out in Condition 9.1;

“Set For Life Key Procedure” means the Set For Life Annuity Variation and Termination procedure which has been designated a Key Procedure pursuant to Condition 5.12A of the Third Licence and which details the process to be followed in the event that: the cost of the annuity varies and the Licensed Lottery’s Prize Payout Percentage is subsequently amended; and/or the annuity provider terminates the arrangements under which the annuity is provided, meaning that new annuity provision arrangements are required. The Set For Life Key Procedure will be implemented within 6 months of the effective date of this Licence;³

“Super Chance Draw” means a Set For Life promotional Draw as described in the Online Game Procedures;⁴

“Term” means the period for which the Commission grants the Licence to the Licensee;

¹ Licence varied by consent on 06 March 2019

² Licence varied by consent on 06 March 2019

³ Licence varied by consent on 06 March 2019

⁴ Licence varied by consent on 17 May 2019

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

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

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.

SCHEDULE 1

Description of the Licensed Lotteries

1. Name

Each lottery promoted as a Licensed Lottery shall be known as "Set For Life".

2. Matrix

An Entry shall comprise a selection made by, or at the participant's choice, randomly generated on behalf of the participant, of six numbers; five numbers between one and forty-seven inclusive and one number between one and ten inclusive.

3. Winning Entries

Winning Entries in the Licensed Lottery shall be determined by way of a Draw.

4. Prize Structure

The prize structure for the Licensed Lottery shall be that set out in the Game Procedures.

5. Entries

Each Entry shall be recorded on the Licensee's central computer system by way of a Ticket or a Play.

6. Price

Save with the consent of the Commission, the price of each Entry shall be £1.50 (one pound and fifty pence sterling).

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.

SCHEDULE 2

Conditions relating to the sale of Tickets and Plays

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 Lottery 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 Set For Life Online Game Procedures and at such time part of the funds available in that Registered 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 Lottery pursuant to this Licence (and in particular shall not permit any Tickets to be sold or Plays to be made in any Licensed Lottery) 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 Lottery. 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 Lottery 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 intermediary appointed to arrange payment of the top Prize and to the provider of the top Prize) 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 Lottery) 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) For the purposes of this Condition 6(1), a sound made by a lottery terminal to indicate that a winning ticket has been presented in 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. Super Chance Draws ⁵

- (1) The Licensee may conduct a Super Chance Draw in accordance with Condition 7(3).
- (2) In a Super Chance Draws, the top Prize will be available to be won by winning entries in the match 5 Prize category, as well as by winning entries in the match 5 + Life Ball Prize category. In a Super Chance Draw, the second tier Prize (being £10,000 every month for one year)

⁵ Licence varied by consent on 17 May 2019

will not be available to be won in addition to the top Prize. A Super Chance Draw will cease when at least one top Prize winner is created, either as a result of a winning entry in the match 5 Prize category or in the match 5 + Life Ball Prize category.

- (3) The Licensee may, in its sole discretion and only if it deems necessary, conduct a Super Chance Draw after 17 May 2019, if there has been no winning Entry in the top Prize category (match 5 + Life Ball) since the launch of the Licensed Lottery on 15 March 2019. The Super Chance Draw will be permitted to continue for subsequent draws until a top Prize winner is created, either as a result of a winning entry in the match 5 Prize category or in the match 5 + Life Ball Prize category. Once a top Prize winner has been created, the Super Chance Draw will cease. The Licensee shall notify the Commission in writing (including by email) of its intention to conduct a Super Chance Draw 5 working days prior to the planned draw taking place. Any subsequent Super Chance Draw activation is not permitted under the current terms of this Licence and would require additional approval.
- (4) Prize capping for a Super Chance Draw is set out in Condition 8.

8. Prize Capping

(1) Match 5 + Life Ball (top prize) Prize capping:

The amount of money available to pay winning Entries in this Prize category is £16million. If £16million is not enough to award winning Entries in this category the stated Prize, then the Prize will be capped, and:

- (a) £16million will be divided equally between all winning Entries in this Prize category (“Capped Prize Amount”); and
- (b) each winning Entry in this Prize category will be given the option of receiving the Capped Prize Amount as a one-off lump sum cash payment, or to instruct the Licensee to purchase an annuity policy using the Capped Prize Amount (less the first prize payment paid by the Licensee) which will pay equal monthly payments over the remaining period of 29 years and 11 months. The Licensee will act in accordance with the Game Procedures and Game Specific Rules in paying the Capped Prize Amount.

(2) Match 5 Prize Capping:

The amount of money available to pay winning Entries in this Prize category is £2million. If £2million is not enough to award winning Entries in this category the stated Prize, then the Prize will be capped, and:

- (a) £2million will be divided equally between all winning Entries in this Prize category (“Second Tier Capped Prize Amount”); and

- (b) each winning Entry in this Prize category will receive the Second Tier Capped Prize Amount in equal monthly payments over a period of one year.

(3) Super Chance Draw Prize Capping:⁶

In a Super Chance Draw, the amount of money available to pay the top Prize to winning Entries in the match 5 and match 5 + Life Ball Prize categories is limited to £18million. If £18million is not enough to award the top Prize to winning Entries in these Prize categories, the Prize per winning Entry will be capped and:

- (a) £18million will be divided equally between all winning Entries in the match 5 + Life Ball and match 5 Prize categories (“Super Chance Draw Capped Prize Amount”); and
- (b) each winning Entry in the match 5 + Life Ball and match 5 Prize categories will be given the option of receiving the Super Chance Draw Capped Prize Amount as a one-off lump sum cash payment, or to instruct the Licensee to purchase an annuity policy using the Super Chance Draw Capped Prize Amount (less the first prize payment paid by the Licensee) which will pay equal monthly payments over the remaining period of 29 years and 11 months.

(4) Match 2 to Match 4 + Life Ball Prize Capping

If 35.94% of sales for a Set For Life Draw plus the amount agreed by the Licensee and the Commission (£1m as at November 2019) is not enough to pay the match 2 to match 4 + Life Ball Prizes for that Set For Life Draw then the match 3 to match 4 + Life Ball Prizes will be capped and subject to capping calculation which ensures that, at a minimum, match 2 Prizes will always be awarded in full. The capping procedure is set out in Section D of the Set For Life Online Game Procedures and in the ‘Will Prizes ever be less than stated (Prize capping)?’ section of the Set For Life Retail Game Procedures.⁷

9. Prize Payout Percentage

- (1) The Prize Payout Percentage for Set for Life is within a range of 54.4% and 55.9%.⁸⁹
- (2) The annuity provider is required to give 12 months notification of any variation to the cost of the annuity. The Licensee shall notify the Commission within three working days of the receipt of formal

⁶ Licence varied by consent in May 2019

⁷ Licence varied by consent on 27 February 2020

⁸ Licence varied by consent on 27 February 2020

⁹ Licence varied by consent on 25 February 2021

notification. If the Licensee wishes to propose a change to the Prize Payout Percentage due to an increase in cost, the Licensee must obtain the Commission's approval in accordance with the Set For Life Key Procedure.

10. Provision of annuity prize

In the event that the annuity provider formally notifies the Licensee it wishes to terminate the agreement the Licensee will notify the Commission within three working days of this notification. The Licensee must obtain the Commission's approval for new annuity provision arrangements in accordance with the Set For Life Key Procedure.

11. Payment of annuity prizes

- (1) Winning Entries in the Match 5 + Life Ball Prize category will be paid by an annuity provider unless the Prize is capped and the winner wishes to receive the Prize as a lump sum payment in line with Condition 8(1)(b), or the winner (or the winner's estate) is entitled to receive a lump sum payment in line with the Game Specific Rules.
- (2) The Licensee shall fulfil the Match 5 + Life Ball Prize in the event that there is no annuity provider to fulfil payment. In such circumstances, the Licensee shall notify the Commission in writing (including by email) and request approval if it is necessary to increase the Prize Payout Percentage to account for the total value of the Prize.
- (3) Winning Entries in the Match 5 Prize category will be paid by the Licensee in all circumstances.

12. Draw Frequency

Draws for the Licensed Lotteries shall take place on every Monday and Thursday during the Term or such other days as the Commission may agree.

13. Draw Procedures

The Licensee shall conduct all Draws in respect of each Licensed Lottery in accordance with Draw Procedures.

14. Excessive Participation in Constituent Lotteries

If, in the opinion of the Commission, the promotion of any Licensed Lottery shall, alone or together with any other factor including but not limited to the promotion of any other Licensed Lottery, 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 or Plays for future Licensed Lotteries.

15. General

- (1) Any condition contained in the Third Licence that is relevant to or bears upon the promotion of a Licensed Lottery by the Licensee pursuant to this Licence, including, but without limitation, Condition 12, 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 15(1) above shall be restricted to the revocation of this Licence.
- (3) Nothing in this Condition 15 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 15(1) above.

SCHEDULE 3: PART A

Set For Life Retail Game Procedures

Please refer to the Players' Guide which contains the Set For Life Retail Game Procedures and is accessible on The National Lottery website ¹⁰

SCHEDULE 3: PART B

Set For Life Online Game Procedures

Please refer to The National Lottery website which contains the Set For Life Online Game Procedures ¹¹

SCHEDULE 3: PART C

Game Specific Rules for Set For Life Prizes

Please refer to The National Lottery website which contains the Game Specific Rules for Set For Life Prizes ¹²

¹⁰ Licence varied by consent on 06 March 2019

¹¹ Licence varied by consent on 06 March 2019

¹² Licence varied by consent on 06 March 2019