

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

**NATIONAL LOTTERY LOTTO**

**7 June 2026**

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## 1. **PURPOSES AND OUTCOMES**

### Purposes

1.1 The purposes of this Licence are:

- (a) to authorise and require the Licensee to promote the Game; and
- (b) that certain outcomes regarding the Game are secured.

### Outcomes

1.2 The outcomes referred to in Condition 1.1(b) are that the Game be promoted, and that the Game should operate, as part of the National Lottery:

- (a) with all due propriety;
- (b) in a way which protects the interests of Participants; and
- (c) subject to (a) and (b), so as to maximise the amount being paid out of the net proceeds of the National Lottery to Good Causes,

and the Licensee must interpret and perform its obligations under this Licence in the manner best calculated to achieve those outcomes.

### Absolute obligations under this Licence

1.3 Where a Condition of this Licence provides that the Licensee must do (or refrain from doing) a thing or must ensure an outcome, the Licensee is in breach of that Condition if it fails to do (or refrain from doing) that thing or fails to ensure that outcome.

### Other obligations as to outcomes under this Licence

1.4 Where a Condition of this Licence provides that the Licensee must do everything it can to ensure a specified outcome is achieved, the Licensee is in breach of that Condition if that outcome is not achieved unless the Licensee can satisfy the Commission that it has taken all reasonable steps and exercised all due diligence to achieve that specific outcome and, in doing so, to secure the outcomes set out in Condition 1.2.

1.5 In order to demonstrate that it has taken all reasonable steps and exercised all due diligence in accordance with Condition 1.4, it shall not necessarily be sufficient for the Licensee to have done those specific things which this Licence states it must do.

### Cost of compliance with this Licence

1.6 The Licensee shall not under any circumstances be entitled to reimbursement from the Commission of its costs of compliance with the Conditions of this Licence or any directions from the Commission.

Non-Frustration

1.7 The Licensee must not do, and must do everything it can to ensure that no other person does, any thing which has the effect of avoiding, frustrating or circumventing any Condition of this Licence.

## 2. GRANT OF THE LICENCE

### Grant

2.1 The Commission grants this Licence to promote the Game.

2.2 This Licence is granted under section 6 of the Act.

### Promotion of the Game

2.3 The Licensee must:

- (a) for as long as it is promoting the Game, do so in accordance with this Licence;
- (b) ensure the Game complies with Schedule 3 (the "**Game Specification**"); and
- (c) comply, and ensure the Game complies, with the Game Specific Requirements set out in Schedule 4.

2.4 If the Licensee considers that the promotion of the Game will damage any Matter to be Protected it must promptly:

- (a) suspend its promotion of, or cease to promote, the Game;
- (b) not itself sell, and do everything it can to prevent any other person selling, Tickets in the Game; and
- (c) notify the Commission of such suspension or cessation.

2.5 Without prejudice to Condition 2.4, the Licensee may, at any time and for any reason, suspend its promotion of, or cease to promote, the Game.

2.6 If the Licensee suspends or ceases to promote the Game, it shall:

- (a) ensure that doing so and the manner in which that is done does not damage any Matter to be Protected; and
- (b) do everything it can to ensure that no Participant is disadvantaged as a result of purchasing a Ticket in the Game after the promotion of the Game has ceased or been suspended.

2.7 If the Licensee suspends or ceases to promote the Game in accordance with Condition 2.6, it must notify the Commission no less than 10 Business Days prior to such suspension or cessation being implemented, and must provide details of:

- (a) the reason for the suspension or cessation of the Game; and
  - (b) the date (if any) on which the Licensee expects to resume the promotion of the Game.
- 2.8 The Licensee must keep the Commission informed of any changes to its plans to resume the promotion of the Game, as notified to the Commission in accordance with Condition 2.7.
- 2.9 If the Licensee does not promote the Game for a period of 12 consecutive months or more, this Licence will automatically terminate unless the Commission otherwise notifies the Licensee.

### 3. RELATIONSHIP WITH THE SECTION 5 LICENCE

#### Licence specific to the Licensee under the Section 5 Licence

- 3.1 This Licence is granted to the Licensee as the holder of the Section 5 Licence.
- 3.2 It is a Condition of this Licence that the Licensee complies with the Section 5 Licence.
- 3.3 This Licence contains, in Schedule 4, specific requirements which relate to the promotion of the Game and to the inclusion and operation of the Game as part of the National Lottery ("**Game Specific Requirements**").
- 3.4 All revenue received, and costs incurred, by the Licensee in its capacity as the holder of this Licence shall be dealt with in accordance with Condition 15 and Schedule 5 of the Section 5 Licence.
- 3.5 The provisions of this Licence are in addition to the requirements of the Section 5 Licence, and neither the provisions of this Licence, nor its termination, suspension or expiry, in any way qualify the requirements of the Section 5 Licence.
- 3.6 Save to the extent specifically varied in this Licence, terms defined in the Section 5 Licence shall have the same meanings in this Licence.
- 3.7 If the Section 5 Licence is suspended in accordance with the Act, the Licensee must not promote, or permit Tickets to be sold in, the Game without the prior consent of the Commission.

### 4. TERM OF THE LICENCE

#### Start and End

- 4.1 This Licence starts on 7 June 2026. Subject to the remainder of this Condition 4, it will end on the date upon which the Licensee ceases to hold the Section 5 Licence.
- 4.2 This Licence can only be terminated early in accordance with the Act or Condition 2.9.

## 5. COMPLIANCE OBLIGATIONS

### Legal Requirements

- 5.1 The Licensee must ensure that the Game complies with all laws, regulations and licences applicable to the National Lottery and the Game.
- 5.2 For the avoidance of doubt where, as part of the promotion of the Game by the Licensee, any activity is undertaken in any location outside the UK, the laws and regulations referred to in Condition 5.1 include those applicable to that location but the Licensee must also comply with the relevant UK laws and regulations in respect of that activity.

### Best Practice

- 5.3 In relation to the Game, in addition to complying with law and regulation, the Licensee must comply with Best Practice, being the standard to be expected of an experienced and professional person doing a particular thing and seeking to secure the outcomes in Condition 1.2.
- 5.4 This means (among other things) that where the Commission or any other UK government or UK public authority or any recognised industry body:
- (a) issues a code of practice or guidelines containing requirements which must be followed with regard to the undertaking of an activity which is relevant to the Game, the Licensee and any Licensee Subsidiary must comply with those requirements if it undertakes that activity;
  - (b) issues a code of practice or guidelines containing recommendations with regard to the undertaking of an activity which is relevant to the Game, the Licensee and any Licensee Subsidiary must have regard to those recommendations if it undertakes that activity; and
  - (c) publishes generally accepted standards for the undertaking of an activity in relation to the Game or performance of any asset which is relevant to the Game (**Recognised Standards**), the Licensee and any Licensee Subsidiary must, in relation to the Game, do everything it can to achieve those Recognised Standards and to obtain any certifications or approvals necessary in order to demonstrate that the Recognised Standards have been achieved.



## 6. **FITNESS AND PROPRIETY OF THE LICENSEE**

### Overriding Duty

6.1 The Licensee must do everything it can to ensure that, at all times during the term of this Licence:

- (a) the Licensee is a fit and proper person to promote the Game;
- (b) each person who manages the business, or any part of the business, of promoting the Game is a fit and proper person to do so; and
- (c) each person for whose benefit the business of promoting the Game is a fit and proper person to benefit from it,

(together the **Fit and Proper Game Requirements**).

### Game Specific Requirements

6.2 In order to comply with this Condition, the Licensee must comply with:

- (a) Conditions 5-7 of the Section 5 Licence; and
- (b) any Game Specific Requirements which relate to the Fit and Proper Game Requirements.

### Game Specific Fit and Proper Checks

6.3 If, at any time during the Term, the Commission notifies the Licensee that it is necessary to confirm that a person (or category of persons) meets the Fit and Proper Game Requirements, the Licensee must comply with the requirements of Condition 6 of the Section 5 Licence as if that person were a Lottery Beneficiary.

## 7. **PROTECTING PARTICIPANTS' INTERESTS**

### Overriding Duty

7.1 The Licensee must do everything it can to ensure that the interests of every Participant in respect of playing, engaging with or being exposed to, the National Lottery and the Game are protected.

7.2 Some of the interests of Participants referred to in Condition 7.1 include prevention of play by persons under the Legal Age Limit, that excessive play is not

encouraged, provision of adequate information about the Game, provision of an adequate complaints and redress system, payment of Prizes and provision of protection and support for Prize winners. The remainder of this Condition describes some of the ways in which the Licensee must protect those interests.

### Game Specific Requirements

7.3 In order to comply with this Condition, the Licensee must comply with:

- (a) Condition 8 of the Section 5 Licence including by ensuring that the Participant Protection Strategy takes account of the Game and that promotion of the Game is in accordance with the Participant Protection Strategy; and
- (b) any Game Specific Requirements which relate to the protection of the interests of Participants.

### Preventing underage play

7.4 The Licensee must do everything it can to prevent people who are under the Legal Age Limit from participating in the Game. The Licensee must ensure that sufficient controls are in place to prevent underage play.

### Not encouraging excessive play

7.5 The Licensee must not encourage anyone to play the Game excessively and must give effect to its obligations under the Section 5 Licence to:

- (a) provide Participants with information about responsible gambling and a broad suite of self-control and self-exclusion tools, including multi-operator national self-exclusion schemes, that are easily accessible, usable and reasonably adaptable;
- (b) put in place policies, processes and procedures for self-exclusion and do everything it can:
  - (i) to refuse, and to ensure that Retailers refuse, to sell Tickets; or
  - (ii) to otherwise prevent an individual who has entered a self-exclusion agreement from participating;
- (c) do everything it can to identify, offer and provide support to Participants who engage, or are likely to engage, in excessive play; and

- (d) have policies, processes and procedures to prevent excessive play, in each case in relation to the Game and to Tickets, participation and play in the Game.

The measures, arrangements, policies, processes and procedures to be implemented by the Licensee in accordance with this Condition 7.5 may address the promotion of the Game specifically and/or may apply to the promotion of some or all of the constituent lotteries or games within the Licensee's portfolio.

#### Period for claiming Prizes

7.6 Unless the Game Specific Requirements provide for a shorter period, the Licensee must not promote the Game unless Participants can claim Prizes won in the Game within a period of 180 days beginning on the day after the relevant Draw.

#### Price of Tickets

7.7 Unless the Game Specific Requirements provide otherwise, the Licensee must ensure that no Tickets in the Game are given away for free or sold for less than the full price applicable in accordance with the rules of the Game (including by way of the exchange of a Ticket Entitlement which has been given away for free, or for less than the applicable full price of a Ticket) unless:

- (a) the Licensee or another person has paid full price for the Ticket; or
- (b) for the purposes of calculating the Gross Value of Ticket Sales and Licensee Revenue under the Section 5 Licence, a payment equivalent to the full price of the Ticket shall be deemed to have been made in accordance with the Section 5 Licence.

#### Information about the Game and the availability of Prizes

7.8 The Licensee must do everything it can to ensure that full, accurate and up to date information relating to the Game is made easily available, in a variety of formats, to any Participant.

7.9 The Licensee must do everything it can to ensure that information about the current availability of significant Prizes in the Game is made easily available to Participants.

### **8. PROMOTING THE GAME IN AN APPROPRIATE WAY**

#### Overriding Duty

8.1 The Licensee must do everything it can to ensure that the Game (including the way in which it is promoted, sold and made available) does not, when considered individually or as part of the overall portfolio of games being promoted as part of the National Lottery, damage any of the Matters to be Protected, being:

- (a) the interests of Participants in the National Lottery referred to in Condition 7 of this Licence (*Protecting Participants' Interests*);
- (b) that the Game is, and is perceived as being, honestly and fairly promoted and that Prizes are accurately awarded and paid in accordance with the rules of the Game;
- (c) the National Lottery Brand;
- (d) the reputation of the National Lottery; and
- (e) the ability of the Licensee to otherwise comply with this Licence.

#### Game Specific Requirements

8.2 In order to comply with this Condition, the Licensee must comply with:

- (a) Condition 10 of the Section 5 Licence with respect to the Game; and
- (b) any Game Specific Requirements which relate to the distribution, promotion, sale or availability of the Game.

#### **9. RISK OF HARM**

9.1 The Licensee will be in breach of this Condition if:

- (a) at the date of the Game Application, any Application Information was not factually accurate; or
- (b) the Application Information was not prepared in accordance with Best Practice for the purposes of the Game Application.

9.2 The Licensee must establish and operate, in accordance with Best Practice, arrangements to proactively monitor:

- (a) its compliance with this Licence; and
- (b) any Risk of Harm.

9.3 Without prejudice to the other Conditions of this Licence, if the Licensee becomes aware (as a result of information provided by the Commission or otherwise) of any Risk of Harm, the Licensee must promptly (and in any event, no later than 2 Business Days from the date on which it becomes aware of that risk):

- (a) unless the Commission has made the Licensee aware of the Risk of Harm, notify the Commission; and
- (b) stop promoting the Game (including by doing everything it can to prevent the further sale by Retailers of Tickets in the Game) unless Condition 9.4 applies or otherwise unless and until Condition 9.5 applies.

9.4 This Condition 9.4 applies if:

- (a) the Licensee:
  - (i) identifies Remedial Action which can be implemented within 7 Business Days from the date on which the Risk of Harm is identified; and
  - (ii) within that period, implements that Remedial Action such that the relevant Risk of Harm does not continue and will not reoccur; or
- (b) the Risk of Harm is not material and the Licensee:
  - (i) identifies Remedial Action which can be implemented within 30 Business Days from the date on which the Risk of Harm is identified; and
  - (ii) within that period, implements that Remedial Action such that the relevant Risk of Harm does not continue and will not reoccur; or
- (c) the Commission otherwise agrees.

9.5 Condition 9.4 will cease to apply if the Licensee satisfies the Commission that it has taken steps to prevent the Risk of Harm continuing or reoccurring.

9.6 If the Licensee identifies and intends to implement any Remedial Action, it will promptly notify the Commission, providing an explanation of the manner in which that Remedial Action will ensure that the relevant Risk of Harm does not continue or reoccur.

9.7 If the Licensee implements any Remedial Action, it will proactively monitor and ensure the effectiveness of that Remedial Action.

- 9.8 The Licensee must comply with any Game Specific Requirements which relate to any Risk of Harm.

## 10. THE NATIONAL LOTTERY BRAND

### Overriding Duty

10.1 The Licensee must do everything it can to safeguard and promote the reputation of the National Lottery and the value, integrity and strength of the National Lottery Brand, both throughout the Term and as at the end of the Term.

### Game Specific Requirements

10.2 In order to comply with this Condition, the Licensee must comply with:

- (a) Condition 13 of the Section 5 Licence; and
- (b) any Game Specific Requirements which relate to the National Lottery Brand.

### Commissions' Regulatory Handbook

10.3 In fulfilling its obligations under Condition 10.1, the Licensee must have regard to any provisions of the Commission's Regulatory Handbook (as updated from time to time), which specify certain subject matters, images or themes which the Commission considers may damage the reputation of the National Lottery and/or the value, integrity and strength of the National Lottery Brand, if such subject

matters, images or themes are used as part of the promotion of the Game or in association with the National Lottery Brand.

**11. GAME RESERVES, SPECIAL EVENT PRIZES AND PROMOTIONAL PRIZES**

11.1 The Licensee must ensure that any amounts standing to the credit of any Game Reserve Fund are held, used and applied in accordance with the Funds Protection Policies.

11.2 Subject to Condition 16 of the Section 5 Licence, the Licensee may utilise the amounts standing to the credit of any Game Reserve Fund to:

- (a) offer Promotional Prizes from time to time, in accordance with the Section 5 Licence and Condition 11.3 and 11.4 below; and
- (b) otherwise increase the value of Prizes or offer Special Event Prizes in the circumstances described in Schedule 3.

11.3 The Licensee must comply with the Promotional Prize Methodology set out in the Game Specification when offering Promotional Prizes in the Game.

11.4 The Licensee must notify the Commission of its intention to use funds from any Game Reserve Fund before offering a Promotional Prize or a Special Event Prize.

11.5 The Licensee must set out within Schedule 3 what will happen to any remaining Game Reserve Fund in the event of:

- (a) closure of the Game;



- (b) the expiry of the Section 5 Licence; or
- (c) the National Lottery Trustee serving an Enforcement Notice on the Licensee.

## **12. FINANCIAL AND OPERATIONAL RESILIENCE**

### Overriding duty

12.1 Subject to Condition 2.5, the Licensee must do everything it can to ensure that it has sufficient financial and operational resources to promote the Game in accordance with this Licence throughout the term of this Licence and to fulfil its obligations with respect to that Game.

### Game Specific Requirements

12.2 In order to comply with this Condition, the Licensee must comply with:

- (a) Condition 16 and Condition 18 of the Section 5 Licence; and
- (b) any Game Specific Requirements which relate to the operational and financial resources the Licensee must maintain in connection with its promotion of the Game.

### Non-Cash Prizes

12.3 This Condition will apply where, in accordance with the Game Specification, a Prize in the Game is a Non-Cash Prize. The Licensee must ensure that each Non-Cash Prize has a Cash Equivalent which, if:

- (a) a Prize Winner elects (within the specified period for Prizes to be claimed) to receive the Cash Equivalent rather than the Non-Cash Prize; or
- (b) the National Lottery Trustee serves an Enforcement Notice on the Licensee, will be paid to the relevant Prize Winner in cash.

### 13. CONTRACTORS

#### Overriding duty

13.1 The Licensee must do everything it can to ensure that no Lottery Subcontract, or action taken by the Licensee, a Licensee Subsidiary or a Lottery Subcontractor in connection with a Lottery Subcontract, gives rise to any risk or damage to:

- (a) any Matter to be Protected in relation to any Game; or
- (b) the promotion of the Game during the term of this Licence.

#### Game Specific Requirements

13.2 In order to comply with this Condition, the Licensee must comply with:

- (a) Condition 21 of the Section 5 Licence; and

- (b) any Game Specific Requirements which relate to any Lottery Subcontracts as they relate to the Game or the promotion of the Game as part of the National Lottery.

## 14. PROVIDING INFORMATION AND ASSURANCE TO THE COMMISSION

### Overriding Duty

14.1 The Licensee must do everything it can to:

- (a) assure the Commission, in accordance with any requirements of the Commission, that it is promoting the Game in the manner best calculated to achieve the outcomes set out in Condition 1.2; and
- (b) assure its board of Directors that its strategies, policies, processes and procedures and its business plans and forecasts are adequate to ensure that it complies, and demonstrate that it will comply, with the Conditions of this Licence throughout the Term in the manner best calculated to achieve the outcomes set out in Condition 1.2.

### Game Specific Requirements

14.2 In order to comply with this Condition, the Licensee must comply with:

- (a) Condition 23 of the Section 5 Licence; and
- (b) any Game Specific Requirements which relate to the assurance to be given by the Licensee to the Commission in respect of any Game or the promotion of any Game as part of the National Lottery.

## 15. REGULATORY OVERSIGHT AND PERFORMANCE MANAGEMENT

### Oversight of the Game

15.1 The Licensee must comply with:

- (a) Condition 24 of the Section 5 Licence; and
- (b) any Game Specific Requirements as they relate to regulatory oversight of the Game.

### Commission's Regulatory Handbook

15.2 The Licensee shall have regard to the Commission's Regulatory Handbook, as updated from time to time by the Commission following a period of at least 20 Business Days of consultation with the Licensee. The Commission's Regulatory Handbook may include certain standards or targets for performance which the Commission will consider when monitoring the Licensee's compliance with this Licence.

## 16. MISCELLANEOUS PROVISIONS

### Incorporation from Section 5 Licence

16.1 The provisions of Conditions 31, 32.1-32.3, and 32.5-32.7 of the Section 5 Licence shall be incorporated into this Licence.



## SCHEDULE 1

## Glossary of words and phrases used in this Licence

Capitalised terms used in this Licence and not defined in this Schedule 1 are defined in the Section 5 Licence.

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Application Information</b> | all information, supporting evidence and confirmations provided to the Commission with, or in connection with, the Game Application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Associated Game</b>         | two or more constituent lotteries or games are “Associated Games” where: <ul style="list-style-type: none"> <li>(a) one constituent lottery or game is of the same description as the other constituent lottery or game (apart from any variation with respect to the time when any Draw in the constituent lottery or game can take place); or</li> <li>(b) in the opinion of the Commission, one constituent lottery or game is of the same description as the other constituent lottery or game except for a minor variation in the timing, Prize structure, price or some other aspect of the constituent lottery or game.</li> </ul> |
| <b>Cash Equivalent</b>         | <ul style="list-style-type: none"> <li>(a) the amount due to any Non-Cash Prize Winner as a cash alternative for the relevant Non-Cash Prize in accordance with the rules of the relevant Game; or</li> <li>(b) following the service of an Enforcement Notice, an amount (including VAT) equal to the amount that would have been paid or reimbursed by the Licensee by way of a Non-Cash Prize Supplier Payment for the purpose of providing a Non-Cash Prize to a Non-Cash Prize Winner</li> </ul>                                                                                                                                     |
| <b>Draw</b>                    | the process which culminates in the selection of a set (or sets) of winning numbers for the Game on a random basis and includes any similar arrangement for determining a person who has won a Prize in the Game                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Enforcement Notice</b>      | an enforcement notice served by the National Lottery Trustee on the Licensee in accordance with the terms of the Trust Deed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|                            |                                                                                                                                                                                                                                                                                                                             |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Game Application</b>    | the application for this Licence (including any application for variation of this Licence) submitted by the Licensee to the Commission in accordance with section 6 of the Act                                                                                                                                              |
| <b>Game Reserve Fund</b>   | a reserve fund which relates to a particular Game or Games (whether alone or together with other games) and is held in the Trust Primary Reserve Account in accordance with the Funds Protection Policies. Game Reserve Funds are defined as Inbuilt Reserves within the Funds Protection Policies                          |
| <b>Remedial Action</b>     | in respect of any Risk of Harm, any action (whether taken by the Licensee, a Licensee Subsidiary or a Lottery Subcontractor) which will ensure that the relevant Risk of Harm does not continue or reoccur                                                                                                                  |
| <b>Risk of Harm</b>        | at any time, any risk that the Game or its promotion might damage any Matter to be Protected to the extent that such risks or such damage were not readily apparent from, and clearly demonstrated in, the Application Information (taking account of any risk mitigation actions described in the Application Information) |
| <b>Round</b>               | has the meaning given to it in Schedule 3, paragraph 4                                                                                                                                                                                                                                                                      |
| <b>Section 5 Licence</b>   | the licence granted to the Licensee on 1 February 2024 to run the National Lottery, pursuant to section 5 of the Act                                                                                                                                                                                                        |
| <b>Special Event Prize</b> | Prizes which are available in the ordinary course of operating the Game and are funded from the prize payout percentage allocation to the Game Reserve Fund, as described in the Game Specification and Funds Protection Policies                                                                                           |

## SCHEDULE 2

### Interpretation

1. In this Licence:
  - 1.1 reference to a Condition or Schedule is, unless stated otherwise, a reference to a Condition of or Schedule to this Licence;
  - 1.2 the Schedules form part of this Licence and a reference to “**this Licence**” includes its Schedules;
  - 1.3 the headings in this Licence do not affect its interpretation;
  - 1.4 a reference to a statute or statutory provision includes a reference to any subordinate legislation and is a reference to:
    - that statute, statutory provision or subordinate legislation as modified, consolidated, superseded, re-enacted or replaced (whether with or without modification) from time to time after the date of this Licence; and
    - any statute, statutory provision or subordinate legislation which it consolidates, supersedes, re-enacts or replaces (whether with or without modification);
  - 1.5 a reference to a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, association, state, state agency, institution or trust (whether or not having a separate legal personality);
  - 1.6 a reference to one gender is a reference to all or any genders and the singular includes the plural (and vice versa);
  - 1.7 a reference to a particular time of day is, unless stated otherwise, a reference to that time in London, England;
  - 1.8 a reference to “**including**”, “**includes**” or “**in particular**” or any similar expression does not limit the scope of the meaning of the words preceding those terms;
  - 1.9 a requirement for the Licensee to do any thing “**promptly**”, means that it must do that thing as quickly as is necessary to avoid any adverse consequences for any of the Matters to be Protected or the Commission and, in any event, as soon as reasonably practicable;
  - 1.10 where the consent or approval of the Commission is required to be obtained by the Licensee under this Licence, such consent or approval must be obtained in writing (including by email);
  - 1.11 where this Licence refers to the “**promotion**” of a Game, that shall include making arrangements for, or making available, the Game and the preparation and distribution of terms and conditions, rules or other marketing or explanatory material relating to the Game.

**SCHEDULE 3****Game Specification – Lotto****1. Game name and description**

Lotto is a Draw-based Game where the player selects six numbers from 1-59, or alternatively buys a Lucky Dip for randomly selected numbers. The player can play up to 7 lines of numbers on each play slip and may buy up to 10 play slips online at one time. Each line will be entered into both Rounds in a Lotto Draw (see paragraph 4 below).

**2. Type of lottery**

Lotto constitutes a simple lottery under Section 14(2) of the Gambling Act 2005.

**3. Entry**

The player will enter Lotto by purchasing a Ticket through the Licensee Platform or a Retailer. Each entry will be recorded on the Licensee's central computer system.

**4. Allocation of Prizes**

The outcome of Lotto is determined by a Draw, which consists of two rounds (each a "Round"). Six ('main') numbers from the range 1-59 plus an additional ('bonus') number from the same pool after the six main numbers have been picked will be randomly selected in each Round. Prizes are allocated on the basis of whether the numbers picked by the player match those drawn in a Round. Players cannot combine the six main numbers and bonus number drawn in Round one with the six main numbers and bonus number drawn in Round two. Each player is eligible to win prizes in both Rounds.

**5. Draw frequency**

There will be one Lotto Draw (with two Rounds and a shared jackpot) every Wednesday and Saturday.

**6. Price**

The price of each entry (into both Rounds in a Lotto Draw) will be £2 (two pounds sterling) unless otherwise agreed by the Commission.

**7. Types of Prizes**

Prizes for the Lotto Game are cash Prizes.

The Lotto jackpot Prize is won by matching all six main numbers and is a progressive jackpot Prize. The jackpot Prize is shared across both Rounds, meaning that it will be shared by any player matching six main numbers in either Round in a Draw. Jackpot Prizes are rounded down to the nearest £1.

All other Prizes are of a fixed value and will not be shared, subject to prize capping.

The minimum jackpot Prize pool will be £2m for Wednesday and Saturday Draws.

## 8. Prize structure and odds of winning

The Lotto standard Prize structure is:

| Cat. No. | Description          | Approximate Odds of Winning a Prize in a Draw | Prize Fund                                                                                                                                                                                                                                                                                                           | Prize Share Amount (Winnings)*                                                                              |
|----------|----------------------|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1        | Match 6              | 1: 22,528,738                                 | 8.88% of sales for a Lotto draw is allocated to the jackpot.<br><br>All of the amount available for the Lotto jackpot in the previous Lotto Draw may also be added to the allocation for the jackpot if there are no winning entries in the jackpot category in that previous Lotto Draw (subject to Prize capping). | Share of fund (Prize Fund divided by the number of winning entries in the jackpot category in a Lotto Draw) |
| 2        | Match 5 + bonus ball | 1: 3,754,790                                  | Fixed amount x number of Prizes                                                                                                                                                                                                                                                                                      | £1,000,000                                                                                                  |
| 3        | Match 5              | 1: 72,208                                     | Fixed amount x number of Prizes                                                                                                                                                                                                                                                                                      | £1,000                                                                                                      |
| 4        | Match 4              | 1: 1,091                                      | Fixed amount x number of Prizes                                                                                                                                                                                                                                                                                      | £50                                                                                                         |
| 5        | Match 3              | 1: 48.4                                       | Fixed amount x number of Prizes                                                                                                                                                                                                                                                                                      | £10                                                                                                         |
| 6        | Match 2              | 1: 5.4                                        | Fixed amount x number of Prizes                                                                                                                                                                                                                                                                                      | £1                                                                                                          |
|          | Any Prize            | 1: 4.9                                        |                                                                                                                                                                                                                                                                                                                      |                                                                                                             |

\*subject to Prize Capping as per paragraph 13.

**9. Prize payout percentage**

On average, 50% of Lotto sales will be eligible to be paid out as Prizes, while 9.34% of this 50% (4.67% of total Lotto sales) will be placed in the Game Reserve Fund in line with the Funds Protection Policies.

Due to the presence of fixed Prizes in the Lotto Prize structure, the exact payout percentage will fluctuate from Draw to Draw.

**10. Promotional Prize methodology**

Not applicable.

**11. Special Event Prizes**

In line with the Funds Protection Policies, Draws that offer Special Event Prizes can be operated from time-to-time, which offer increased prizes (either in number or value) in any or all Prize categories, and/or raffle prizes. The Special Event Prizes are funded and/or topped up using funds from the Game Reserve Fund as described in paragraph 14. Details relating to Draws offering Special Event Prizes, including how to win, will be made available in the Game Procedures and/or on the National Lottery website prior to the relevant Draw.

Any Draw offering Special Event Prizes can be designated a 'Must Be Won' draw, as defined in paragraph 12. The jackpot will be distributed as set out in paragraph 12 in such a Draw.

Special Event Prizes in the form of guaranteed £1 million raffle Prizes may be offered from time to time (in addition to the jackpot), funded by the Game Reserve Fund described in paragraph 14.

For such Draws, players will be given a unique Lotto raffle code (made up of four letters and eight numbers) for each line purchased. The Prize is won when a player's raffle code matches the raffle code randomly selected after the Lotto Draw from all automatically generated raffle codes.

**12. Prize rollover thresholds**

If no player wins the jackpot Prize in a Draw, then its value is added to the jackpot of the next Draw (a rollover). The jackpot can roll five times.

If the jackpot is not won in the fifth rollover Lotto Draw (the sixth consecutive Lotto Draw in which the jackpot is not won, known as the "Must Be Won Draw"), the jackpot value will be rolled down so that:

- each winning entry in the match 2 Prize category will receive a Prize of £5 (instead of £1). If the jackpot is insufficient to pay each winning entry in the match 2 Prize category £5, the Licensee may use up to a maximum of £8million from the Game Reserve Fund to top up the jackpot so that there are enough funds to pay the £5 Prizes. If the jackpot plus the £8million from the Game Reserve Fund top up are together insufficient to pay the £5 Prizes, the jackpot plus the £8million from the Game Reserve Fund will be shared equally amongst all winning entries in the match 2 Prize category; and
- if the jackpot fund is sufficient to pay the £5 Prizes to winning entries in the match 2 Prize category, and there is money left over after paying those Prizes, the remaining jackpot fund will be distributed equally amongst all winning entries in the match 3 Prize category. If there are no winning entries in the match 3 Prize category, the surplus jackpot funds will be shared equally amongst all winning entries in the remaining Prize categories in which there is at least one winning entry; and
- If there are no winning entries in the match 2 Prize category, the jackpot will be shared equally amongst all winning entries in the match 3 Prize category; and
- if there are no winning entries in the match 2 and match 3 Prize categories, the jackpot will be shared equally amongst all winning entries in the remaining Prize categories in which there is at least one winning entry.

All Prizes in a Must Be Won Draw will be rounded down to the nearest £1.

### 13. **Prize capping**

#### **Match 3 to Match 5 + bonus ball**

If 100% of sales for a Lotto Draw plus an amount agreed by the Licensee and the Commission (being £40 million) (together the Capped Prize Fund), is not enough to pay all Match 2 to Match 5 + bonus ball Prizes for that Lotto Draw then the Match 3 to Match 5 + bonus ball Prizes will be subject to capping.

In such circumstances, all winning entries in the Match 2 to Match 5 + bonus ball Prize categories will be awarded a Prize of £1. This ensures that Match 2 Prizes will in effect not be capped although the Prizes will form part of the capping calculation.

If funds remain in the Capped Prize Fund after allocating the £1 Prizes, the remaining money will be used to allocate up to a further £9 to winning entries in the Match 3 to Match 5 + bonus ball categories.

If funds remain in the Capped Prize Fund after the allocation of the £9 Prizes, up to a further £40 will be allocated to winning entries in the Match 4 to Match 5 + bonus ball categories.

If funds remain in the Capped Prize Fund after the allocation of the £40 Prizes, up to a further £950 will be allocated to winning entries in the Match 5 and Match 5 + bonus ball categories.

Any further funds remaining in the Capped Prize Fund will be allocated equally among the winning entries in the Match 5 + bonus ball category.

All capped Prizes will be rounded down to the nearest £1.

### **Jackpot Prize capping**

Where required, the Licensee shall use the Game Reserves and the Inbuilt Reserves held within the Trust Operating Account to top up the jackpot Prize category so that each Match 6 winning Lotto entry will receive at least the same value as a Match 5 + bonus ball winning Lotto entry (including draws that offer Special Event Prizes).

The amount of money available to top up each winning Lotto entry in the jackpot Prize category is limited to £10 million.

If £10 million is not sufficient to top up each Match 6 winning Lotto entry to the same value as the Match 5 + bonus ball Prize category, then the amount available for distribution among winning Lotto entries in the jackpot Prize category will be the jackpot plus £10 million, and the Prize per winning Lotto entry in the jackpot Prize category may be less than the Match 5 + Bonus ball Prize category.

## **14. Game Reserve Fund**

On average, it is expected that 50% of Lotto sales will be paid out in Lotto Prizes, with 9.34% of that 50% (4.67% of total Lotto sales) being put into the Game Reserve Fund.

In line with the Funds Protection Policies, the Game Reserve Fund may be used to fund Special Event Prizes from time-to-time, which increased Prize(s) (in number and/or amount) available in any or all Prize categories, and/or raffle Prizes, in line with the Lotto Game Procedures and as described in paragraph 11.

The Game Reserve Fund can also be used to top up the jackpot value: a) where it is necessary to ensure base Draws have a jackpot value of £2m, b) to top up the jackpot value in a Must Be Won Draw (by up to a maximum of £8million as described in paragraph 12) if the jackpot is not



won and the jackpot value is insufficient to pay each winning Lotto entry in the Match 2 prize category £5 instead of the usual Match 2 prize described in the Lotto Game Procedures, and c) to top up the jackpot prize fund so that each Match 6 winning Lotto entry will receive at least the same value as a Match 5 + bonus ball winning Lotto entry (including for special events offering Special Event Prizes). The amount of money available to top up each winning Lotto entry in the jackpot prize category is limited to £10million as described in paragraph 13.

If:

- a) the Game is closed, but other Games forming part of the National Lottery continue, any amount in the Game Reserve Fund will be transferred to the non-Game specific reserve fund; or
- b) the Section 5 Licence expires or is revoked and a new operator of the National Lottery assumes the operation of the National Lottery or the Licensee assumes the operation of the National Lottery pursuant to a new licence issued pursuant to Section 5 of the Act, any amount in the Game Reserve Fund will be transferred to the subsequent operator of the National Lottery as a non-Game specific reserve; or
- c) the Section 5 Licence expires or is revoked and the National Lottery ceases to exist, any amount in the Game Reserve Fund will be paid to the National Lottery Distribution Fund; or
- d) an Enforcement Notice is served under the Trust Deed, the National Lottery Trustee is required, in accordance with the Trust Deed, to utilise all Trust monies to discharge the Secured Obligations of the Licensee in accordance with the Trust Priority of Payments. Should any residual funds be payable to the Licensee in accordance with the Trust Deed, as a result of a distribution under Schedule 1 Part A paragraph (j), then the Licensee must, in respect of the aggregate of Game Reserve Funds established in accordance with this or any other section 6 Licence where this requirement is included:
  - determine the total amount retained by the National Lottery Trustee from the relevant Game Reserve Fund at the point the Enforcement Notice was served;
  - deduct amounts due to the Licensee that were held as part of that balance, either as Additional Cash Reserved Amounts or any other funding provided to the Trust Primary Reserve Account by the Licensee in accordance with the Trust Deed that remain unpaid; and
  - make a payment to Good Causes, in full or in part, in respect of the calculated net balance that is not, for the avoidance of doubt, to exceed the total amount received by the Licensee under the Trust Priority of Payments.

**SCHEDULE 4****Game Specific Requirements****1. Distribution requirements**

As specified by Condition 9.2 of the Section 5 Licence and in accordance with Condition 11.2 of the Section 5 Licence, the Licensee must do everything it can (taking account of normal business opening hours, reasonable maintenance downtimes and unavoidable businesses interruptions) to ensure that Tickets in the Game are available to be purchased from a Physical Sales Location in every postcode district which has more than 2,000 residents.

**2. Maximum number of Draws**

The Licensee must ensure that:

- (a) no more than two Draws in the Game may take place in any period of two hours or less; and
- (b) no more than one Draw in any Associated Games may take place in any period of one hour or less.