

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

EuroMillions & UK Millionaire Maker

February 2024

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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 1 February 2024. 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.

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 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.

Application Information	all information, supporting evidence and confirmations provided to the Commission with, or in connection with, the Game Application
Associated Game	two or more constituent lotteries or games are “Associated Games” where: <ul style="list-style-type: none"> (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 (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.
Cash Equivalent	<ul style="list-style-type: none"> (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 (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
Enforcement Notice	an enforcement notice served by the National Lottery Trustee on the Licensee in accordance with the terms of the Trust Deed
Game	the constituent lottery or game which the Licensee is authorised to promote pursuant to this Licence, as further described in Schedule 3
Game Application	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
Game Reserve Fund	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

Remedial Action 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

Risk of Harm 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)

Section 5 Licence the licence granted to the Licensee on 1 February 2024 to run the National Lottery, pursuant to section 5 of the Act

Special Event Prize 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:
 - (a) 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
 - (b) 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 – EuroMillions****1. Game name and description**

EuroMillions is an internationally pooled Draw-based Game where the player selects 5 numbers from 1-50 (Main Numbers) and 2 numbers from 1-12 (Lucky Star Numbers), or alternatively buys a Lucky Dip for randomly selected numbers.

The player can play up to 5 lines of numbers on each play slip in retail and may buy up to 10 play slips with 7 lines each online at one time.

UK Millionaire Maker is a UK-specific add-on Game with each EuroMillions entry automatically taking part and receiving a raffle number. It is not possible to take part in UK Millionaire Maker separately. For each UK Millionaire Maker raffle there is one single Prize of £1 million. The Prize is won when a player's raffle code matches the raffle code drawn.

2. Type of lottery

Each of the EuroMillions Game and UK Millionaire Maker raffle constitutes a separate simple lottery under Section 14(2) of the Gambling Act 2005. The European Millionaire Maker Draw, a special event offering Special Event Prizes across the EuroMillions community, does not constitute a lottery under Section 14 of the Gambling Act 2005.

3. Entry

The player will enter EuroMillions by purchasing a Ticket through the Licensee Platform or a Retailer, including by way of a subscription. Each entry will be recorded on the Licensee's central computer system. Each entry to EuroMillions will automatically generate an entry to UK Millionaire Maker.

4. Allocation of Prizes

The outcome of EuroMillions is determined by a Draw (using two different certified draw machines), which consists of the random selection of five Main Numbers from the range 1-50 plus two Lucky Star Numbers from the range 1-12. Prizes are allocated on the basis of whether the numbers picked by the player match those drawn in the Draw.

For UK Millionaire Maker, the single Prize is determined by a certifiably random selection of one raffle number from all the automatically generated raffle numbers.

5. Draw frequency

There will be one EuroMillions Draw and UK Millionaire Maker Draw every Tuesday and Friday.

6. Price

The price of each entry will be £2.50 (two pounds and fifty pence, sterling) unless otherwise agreed by the Commission. This amount consists of £1.74 to play EuroMillions and £0.76 to play UK Millionaire Maker.

7. Types of Prizes

All Prizes for EuroMillions and UK Millionaire Maker are cash Prizes, except where the Licensee offers a special event version of UK Millionaire Maker, for which non-cash Prize(s) may be available.

The EuroMillions jackpot Prize is won by matching all five Main Numbers and two Lucky Star Numbers and is a progressive jackpot Prize. If no player wins the top Prize, then its value is added to the jackpot of the next draw (a rollover) until it reaches the designated jackpot cap.

One Prize of £1 million is available for each UK Millionaire Maker raffle, except where the Licensee offers a special event version of UK Millionaire Maker, for which additional raffle cash prizes and/or non-cash Prize(s) may be available.

8. Prize structure and odds of winning

The EuroMillions standard Prize structure is:

Prize Category	Description	Approximate Odds of Winning	Proportion of Common Prize Fund allocated to Prize Category
1	Jackpot category (Match 5 + 2 Lucky Stars) = all Select 5 Numbers match the Main Numbers and Select 2 Numbers match the Lucky Star Numbers	1: 139,838,160	50% for EuroMillions Draws 1 to 5 inclusive in a roll series and 42% for EuroMillions Draws from Draw number 6 to the last Draw in that roll series*
2	Match 5 + 1 Lucky Star = all Select 5 Numbers match the Main Numbers and one Select 2 Number matches the Lucky Star Numbers	1: 6,991,908	2.61%**
3	Match 5 = all Select 5 Numbers match the Main Numbers	1: 3,107,515	0.61% **
4	Match 4 + 2 Lucky Stars = four Select 5 Numbers match the Main Numbers and Select 2 Numbers match the Lucky Star Numbers	1: 621,503	0.19% **
5	Match 4 + 1 Lucky Star = four Select 5 Numbers match the Main Numbers and one Select 2 Number matches the Lucky Star Numbers	1:31,076	0.35% **

6	Match 3 + 2 Lucky Stars = three Select 5 Numbers match the Main Numbers and Select 2 Numbers match the Lucky Star Numbers	1:14,126	0.37% **
7	Match 4 = four Select 5 Numbers match the Main Numbers	1:13,812	0.26% **
8	Match 2 + 2 Lucky Stars = two Select 5 Numbers match the Main Numbers and Select 2 Numbers match the Lucky Star Numbers	1:986	1.30% **
9	Match 3 + 1 Lucky Star = three Select 5 Numbers match the Main Numbers and one Select 2 Number matches the Lucky Star Numbers	1:707	1.45% **
10	Match 3 = three Select 5 Numbers match the Main Numbers	1:314	2.70% **
11	Match 1 + 2 Lucky Stars = one Select 5 Number matches the Main Numbers and Select 2 Numbers match the Lucky Star Numbers	1:188	3.27% **
12	Match 2 + 1 Lucky Star = two Select 5 Numbers match the Main Numbers and one Select 2 Number matches the Lucky Star Numbers	1:50	10.30% **
13	Match 2 = two Select 5 Numbers match the Main Numbers	1:22	16.59% **
	Any EuroMillions Prize	1:13	

* If there is a EuroMillions Super Draw then the proportion of the Common Prize Fund allocated to the Jackpot category will be 42% for that EuroMillions Draw. If the Super Draw is a Super Minimum Jackpot Guarantee Draw, the allocation to the Jackpot category will stay at 42% for the remaining EuroMillions Draws in that roll series (i.e. until the Jackpot is won or until, and including, the fifth EuroMillions Draw in which the Jackpot is at the Jackpot cap level).

** plus any money rolled down from higher Prize categories.

- The odds of winning in the UK Millionaire Maker raffle depend on the number of Entries in that draw. Therefore, the odds are n (with n being the number of Prizes, usually being one) in the total number of UK Millionaire Maker Entries for that UK Millionaire Maker raffle.
- The Prize share amount of the Prize category 1 (jackpot) is subject to Prize capping as detailed in paragraph 11 below.
- In case there are no winners in the Prize categories 2-13, the Prize amount of this Prize category will be added to the Prize amount of the next lower Prize

category with at least one winner. In case there are no EuroMillions winners in any Prize category, the Prize amount will be added to the jackpot Prize Fund.

- A roll series ends when the jackpot has been won or a roll down (as described in paragraph 11 below) happens.

9. Prize payout percentage

EuroMillions

The Licensee will calculate 50% of the price paid for a EuroMillions entry and this will be the fund the Licensee uses to pay Prizes (“**Licensee Prize Fund**”). Each member of the EuroMillions Community currently allocates 1 Euro and ten cents per EuroMillions entry into a shared prize fund (“**Common Prize Fund**”). As sales made in the UK and the Isle of Man are in pounds sterling, the Licensee uses the exchange rate confirmed by its bankers on the date of the relevant EuroMillions Draw to calculate its contribution.

The Common Prize Fund is allocated to the Prize Categories in the proportions set out in the table above. Following this, the Euro Prize amounts relating to the number of winners in the UK and Isle of Man are payable to the Licensee and are converted into pounds sterling using the same exchange rate mentioned above.

Any differences between the Licensee Prize Fund and the Licensee’s contribution to the Common Prize Fund are handled as follows:

- The Licensee Prize Fund is greater than the pound sterling value of its contribution to the Common Prize Fund: The surplus is added to the funds available for the Licensee to pay Prizes in each Prize category excluding the jackpot category. The distribution of the surplus is made in the same proportion which the number of Prizes payable in one Prize category has to the total amount of Prizes payable across all Prize categories (excluding the jackpot category).
- The Licensee Prize Fund is less than the pound sterling value of its contribution to the Common Prize Fund: The deficit is deducted from the funds available for the Licensee to pay Prizes in each Prize category (excluding the jackpot category). The distribution of the deficit is made in the same proportion which the number of Prizes payable in one Prize category has to the total amount of Prizes payable across all Prize categories (excluding the jackpot category).

Jackpot Prize Fund and EuroMillion Super Draws

The EuroMillions Community can make any EuroMillions Draw a “Super Draw”. Depending on the Draw type there are different amounts available for the Jackpot Prize Fund and different outcomes if there are no winners in the jackpot Prize category. The different Draws are outlined in the table below:

Type of EuroMillions Draw	Jackpot Prize Fund*	What happens to the Jackpot Prize Fund if there are no winners in the Jackpot Prize category
EuroMillions Draw	See the Jackpot category row in the table in Section 8	It is rolled over and added to the Jackpot Prize Fund for the next EuroMillions Draw (and if relevant, to the EuroMillions Draw after that)*
Super Draw One - EuroMillions Super Minimum Jackpot Guarantee Draw (SMJG)	A guaranteed minimum amount	It is rolled over and added to the Jackpot Prize Fund for the next EuroMillions Draw (and if relevant, to the EuroMillions Draw after that)*
Super Draw Two - EuroMillions Event Draw	A guaranteed minimum amount	It rolls down to the next Prize category, in the same EuroMillions Draw, where there is at least one winner

*subject to the Jackpot cap.

UK Millionaire Maker:

Prize payout of the UK Millionaire Maker is 30% of the £0.76 allocated to the add-on Game. The Prize payout can be changed with the agreement of the Gambling Commission to guarantee an appropriate balance between Prizes and funding for National Lottery Good Cause projects.

10. Promotional Prize methodology

Not applicable.

11. Special Event Prizes

The EuroMillions Community may run special events, offering Special Event Prizes, such as the “European Millionaire Maker Draw” which the Licensee may take part in. The entry into a European Millionaire Maker Draw will occur automatically when buying an entry into a EuroMillions Draw taking place on the same day. The Prizes for the European Millionaire Maker Draw will be funded by the EuroMillions Community Trust Reserves. Where these prizes are won in the UK, the EuroMillions Raffle Prize Reserve may be used to top up any 1million Euro European Millionaire Maker Prizes to £1,000,000.

The EuroMillions Community may also designate a EuroMillions Draw as a ‘EuroMillions Super Minimum Jackpot Guarantee Draw (“SMJG”)', or “EuroMillions Event Draw” for which there is a guaranteed minimum jackpot. Any additional amount required to provide the minimum Jackpot Prize will be funded from the EuroMillions Community Trust Reserves.

The Licensee may also run UK only raffle based special events for the UK Millionaire Maker game, offering additional or increased cash or non-cash Special Event Prizes, from time to time. The Prizes for any UK only special event raffles will be funded by the EuroMillions Raffle Prize Reserve.

12. Prize rollover thresholds

The EuroMillions jackpot increases until it reaches a maximum of €240 million (as of 20th October 2023). Each time the jackpot reaches this cap, after being won or having rolled down the cap increases by €10 million for all subsequent

EuroMillions Draws of the following roll series, up to a maximum of €250 million.

The cap determines the maximum amount that can be won in the jackpot Prize category. The amount specified as the EuroMillions jackpot cap can be changed by the EuroMillions Community at any time.

Once the EuroMillions jackpot reaches the cap, any winnings exceeding the cap will roll down to the next lower Prize category with at least one winner in the same Draw. If the EuroMillions jackpot reaches the cap, it can roll four times before it must be won. This means that if the jackpot is not won in the first Draw when the cap is reached, it will stay at the level of the cap for the next four EuroMillions Draws, providing it is not won. If the jackpot is not won in that fourth EuroMillions Draw (the fifth successive Draw at the jackpot Prize cap) the jackpot Prize amount will be rolled down to the next lower Prize category with at least one winner in the same Draw. Therefore, the fifth consecutive EuroMillions Draw with a cap is a Must Be Won Draw in line with the Game Procedures.

13. Prize capping

Except for the jackpot Prize cap detailed in paragraph 12, there is no Prize capping.

14. Game Reserve Fund

EuroMillions Community Trust Reserves: For each EuroMillions Draw a variable percentage (as outlined in the table below) is allocated to the EuroMillions Community Trust Reserves from the Common Prize Fund. The EuroMillions Community Trust Reserves can be used by the EuroMillions Community to increase the Prize amount in any Prize category. It can also be used to fund Special Event Prizes, such as those available within the European Millionaire Maker Draw, Super Minimum Jackpot Guarantee Draw and EuroMillions Event Draw.

Draw number in a EuroMillions roll series*	Percentage allocated to the EuroMillions Reserve Fund
EuroMillions Draw numbers 1 to 5 inclusive in a roll series	10%
EuroMillions Draw number 6 to the last Draw in that roll series	18%
Super Draw One - Super Minimum Jackpot Guarantee Draw, and all following draws in that roll series	18%
Super Draw Two – EuroMillions Event Draw	18%

* A roll series ends when the Jackpot is won or after the fifth EuroMillions Draw in which the jackpot is at the jackpot cap level has taken place.

EuroMillions Raffle Prize Reserve: This reserve is funded by a theoretical percentage of sales (30% of UK Millionaire Maker sales) in line with the Funds Protection Policies. This fund can be used to fund UK only Special Event Prizes and to top up the UK Millionaire Maker Prize and/or the European Millionaire Maker Prizes to £1,000,000 where these prizes are won in the UK.

If:

- (a) the Game is closed, but other Games forming part of the National Lottery continue, any amount in the EuroMillions Raffle Prize Reserve 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 EuroMillions Raffle Prize Reserve 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 EuroMillions Raffle Prize Reserve will be paid to the National Lottery Distribution Fund.
- (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. Maximum number of Draws**

The Licensee must ensure that:

- (a) no more than four 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.

2. Period for claiming Prizes

For the purposes of Condition 7.6, the 180 day period referred to in that Condition begins on the day after the Draw.