

# **Terms and Conditions**

Effective for all Draws taking place on or after 4 September 2024 and payments made for Tickets in those Draws.

Please note that words used within these terms and conditions which start with a capital letter and are defined in the glossary at the end shall have the meaning given to them in the glossary.

# 1. PEOPLE'S POSTCODE LOTTERY & PROMOTING SOCIETIES

- 1.1 These terms and conditions govern all society lotteries managed by Postcode Lottery Limited (known as People's Postcode Lottery, Postcode Lottery or PPL) and supersede all previous versions. They apply to all Draws taking place on or after 4 September 2024 and payments made for Tickets in those Draws. By purchasing a Subscription, You agree to these Rules.
- 1.2 PPL manages a series of subscription-based society lotteries promoted by Promoting Societies under the Act. The Promoting Societies can change from time to time. At the start of Your Subscription, You are sent details of the Promoting Societies and details of current Promoting Societies can be viewed at <a href="https://www.postcodelottery.co.uk/good-causes/licence-details">www.postcodelottery.co.uk/good-causes/licence-details</a>. If You have any queries about the activities of a particular Promoting Society, please contact it directly.
- 1.3 Promoting Societies are independent bodies that manage and allocate funds from the Draws they promote under licence from the Gambling Commission. Each Promoting Society retains at least 33% of the Proceeds of each of their Draws and uses this to support its charitable purposes, which can include distributing such funds to other charities and good causes. This percentage can vary and details of the actual percentage are shown on the Website but it will never be less than 20%.
- 1.4 The Promoting Societies have appointed PPL to operate People's Postcode Lottery as an External Lottery Manager. PPL is licensed to operate large society lotteries by the Gambling Commission (www.gamblingcommission.gov.uk) who regulate it under licence numbers 000-000829-N-102511 and 000-

000829-R-102513

- 1.5 Normally 20 Draws will take place in a month, each for a different Promoting Society. The 20 Draws are all carried out on the first Wednesday of the month (unless 1 January is a Wednesday, in which case the 20 Draws will all be carried out on 2 January), although PPL reserves the right to hold one or more of those Draws on a different date or dates. These Draws determine the winners of the prizes advertised on the Website. Current details of the Promoting Societies benefitting from the Draws, the Ticket price for each individual Draw, the prizes and announcement dates of winning postcodes are published on the Website at <a href="https://www.postcodelottery.co.uk/good-causes/draw-calendar.">www.postcodelottery.co.uk/good-causes/draw-calendar.</a>
- 1.6 PPL may amend the Rules from time to time. Amended Rules will be published on the Website at least 28 days before taking effect. If You are not satisfied with any proposed amendments, You can cancel Your Subscription at any time (see Rule 6.1 below).
- 1.7 PPL has the right to withhold access to Draws or any prize if it reasonably suspects You of breaching the Rules

# 2. PRIZE PLAN

2.1 Around 40% of the Proceeds of People's Postcode Lottery will be allocated to fund prizes as set out in this Rule. Prizes may consist of cash sums or non-cash prizes, including redeemable vouchers and/or gift cards, which may be subject to further conditions as to their use and/or redemption. Where less than 40% of the Proceeds of a Draw are allocated to fund prizes in that Draw, the balance of unallocated prize funds from that Draw will be carried forward and added to the prize fund of a future Draw or Draws

run by the same Promoting Society. This means some Draws will allocate less than 40% of Proceeds to fund prizes in that Draw, whilst others will have an amount equivalent to more than 40% of Proceeds available to fund prizes in that Draw. The aggregate percentage of Proceeds allocated in prizes by a single Promoting Society across all Draws for that Promoting Society shall be around 40%. All prizes advertised on the Website for each Draw will be awarded and PPL may also draw further postcodes and award prizes in addition to those advertised on the Website. If amounts are allocated to fund prizes in a particular Draw (whether from Proceeds for that Draw or from prize funds carried forward from a previous Draw or Draws run by the same Promoting Society) but are not actually used to fund Prizes from that Draw, they shall be carried forward and added to the prize fund of a future Draw or Draws run by the same Promoting Society.

2.2 If You have one or more Tickets in the winning postcode selected in any valid Draw, You will win a prize. Only Players who hold paid-for Tickets in the relevant Draw are eligible to win a prize.

2.3 Prizes are awarded per winning Ticket. If You have more than one Ticket for the selected postcode in a Draw, You will win more than one prize. The maximum number of Tickets one person is entitled to hold in any one Draw is six. If anyone breaches this rule and holds more than six Tickets in a Draw, then where more than six of these Tickets win a prize in that Draw, they are only entitled to prizes for six of the winning Tickets they hold. In such circumstances they shall be entitled to the six prizes that they have won, having the highest monetary value of the prizes which they have won in that Draw. The value allocated to the remaining prizes of the winning

Tickets which they held in that Draw shall go to the Promoting Society for that Draw.

2.4 If You have a winning Ticket, the prize You receive in respect of that Ticket cannot be more than the maximum amount permitted by law. As set out in the Act, the value of a prize won by an individual winning Ticket cannot be greater than 10% of the Proceeds of the Draw promoted by the relevant Promoting Society. The amount of any shared prize which cannot be paid to the holder of a winning Ticket for this reason will be shared among the wider pool of winners (see Rules 2.6 and 2.7 below). This 10% Proceeds limit applies to each Ticket individually. If You hold more than one winning Ticket, the maximum limit for each winning Ticket will be 10% of the Proceeds of the Draw.

2.5 The value or nature of each prize is set out in advance of the relevant Draw at <a href="www.postcodelottery.co.uk/good-causes/draw-calendar">www.postcodelottery.co.uk/good-causes/draw-calendar</a>. This might also include provision for one or more of the winning Ticket(s) to win an additional prize. If a prize is a shared prize (for example a Postcode Millions Prize), this will also be stated here.

2.6 This rule applies to a prize which, in accordance with Rule 2.5, is stated at <a href="https://www.postcodelottery.co.uk/good-causes/draw-calendar">www.postcodelottery.co.uk/good-causes/draw-calendar</a> to be a shared prize, and has a total value of £1 million or below. This will be shared as follows, but in all cases subject to the legal limit stated in Rule 2.4 above:

**2.6.1** The total prize value will be shared equally amongst each Ticket in the winning postcode

2.6.2 If it is not possible to allocate the total prize value amongst the Tickets in the winning postcode, then the balance will be shared equally amongst each Ticket in the winning postcode sector 2.6.3 If there are still any unallocated prize funds at that point, these will be shared equally amongst each Ticket in the winning postal district.

To explain how this works:

- 2.6.4 a postcode is the postcode that is, or has been, designated by Royal Mail to an address or addresses in a certain location, usually in the same street or block
- **2.6.5** a postal district is the first half of the postcode the letters and numbers that appear before the space
- **2.6.6** a postcode sector is the postal district plus the first number after the space.
- For example, in the postcode W1A 0AA, W1A is the postal district and W1A 0 is the postcode sector.
- 2.7 This rule applies to a prize which, in accordance with Rule 2.5, is stated at <a href="www.postcodelottery.co.uk/good-causes/draw-calendar">www.postcodelottery.co.uk/good-causes/draw-calendar</a> to be a shared prize, and has a total value of more than £1 million (such as a Postcode Millions Prize). This will be shared as follows, but in all cases subject to the legal limit stated in Rule 2.4 above:
  - 2.7.1 50% of the total prize value will be shared equally amongst each Ticket in the winning postcode
  - 2.7.2 The other 50% of the total prize value will then be shared equally amongst each Ticket in the winning postcode sector
  - 2.7.3 If it is not possible to allocate 50% of the total prize value amongst the Tickets in the winning postcode, then the balance will be shared equally amongst each Ticket in the winning postcode sector
  - 2.7.4 If there are still any unallocated prize funds

at that point from the total prize value, these will be shared equally amongst each Ticket in the winning postal district.

The meaning of postcode, postcode sector and postal districts is as described in Rule 2.6 above.

2.8 Prize amounts in shared prizes will be rounded down to the nearest whole pound sterling. For example, £311.76 would be rounded down to £311.00.

# 3. ENTERING PEOPLE'S POSTCODE LOTTERY

- 3.1 People's Postcode Lottery can be played throughout Great Britain. Draws will be made from all postcodes in Great Britain for which Tickets have been bought. The Act covers Great Britain only (England, Scotland and Wales). If Your main residence is in Northern Ireland, the Channel Islands, the Isle of Man or anywhere else outside Great Britain, You are not eligible to enter People's Postcode Lottery.
- 3.2 The only people eligible to enter People's Postcode Lottery are natural persons aged 18 years or over (please note that under-age gambling is an offence), whose main residence is in Great Britain, and who do not appear on the consolidated list of financial sanctions targets in the UK published by HMTreasury. PPL is entitled to refuse any Application or to close a Subscription at any time at its sole discretion.

When closing a Subscription PPL shall arrange repayment of any collected payments for Tickets if such Tickets have not been, and will not be, entered into the Draws for which they were purchased. PPL does not accept liability for any loss or damage You may suffer as a result of a Ticket not being entered

into a Draw after PPL have refused an Application or closed a Subscription.

- **3.3** You are not eligible to enter People's Postcode Lottery if at the time of the Draw You hold any of the following job titles at PPL: Process Controller, Process Coordinator or Process Manager. You are also not eligible to enter if You are the Designated Officer or independent adjudicator for the Draw, in accordance with Rule 7.3.
- 3.4 By entering People's Postcode Lottery the following people agree to receive only the first £5,000 worth of the value of a prize for each winning Ticket they hold in any one Draw, and that any excess over £5,000 worth of the value of a prize for each winning Ticket held by them in any one Draw will be donated by PPL on their behalf to the relevant Promoting Society for the Draw:
  - 3.4.1 Anyone who at the time of the relevant Draw held the job title "Managing Director", "Director" or "Head of" in the course of their employment with PPL
  - 3.4.2 Anyone who at the time of the relevant Draw was (i) employed by PPL and (ii) held a Personal Management Licence from the Gambling Commission
  - 3.4.3 Anyone who holds a Personal Management Licence from the Gambling Commission for one of the Promoting Societies at the time of the relevant Draw
  - 3.4.4 Anyone who has made an Annex A personal declaration to the Gambling Commission for one of the Promoting Societies which is in force at the time of the relevant Draw 3.4.5 Anyone who at the time of the relevant Draw was a Trustee of any of the Promoting Societies.

- 3.5 The person signing up with PPL from whose account Ticket payments are collected is recognised as the Player and, subject only to Rules 7.11 and 7.20, is the only person to whom PPL is liable to pay prizes or otherwise to account for unused Player Funds. If the payments are collected from a joint account, the joint account holder who signed up with PPL is recognised as the Player and is the only person to whom PPL is liable to pay prizes or otherwise to account for unused Player Funds, although records of account activity and prize allocations may be available to the other joint account holders.
- 3.6 By buying a Ticket, You agree to be bound by the Rules, applicable provisions of the Act and relevant regulations made from time to time. Any misrepresentation of fact as to Your eligibility to play in accordance with these Rules, whether intentional or unintentional, will make You ineligible to win a prize. PPL will not be liable for any loss or damage (including loss of the opportunity to enter People's Postcode Lottery and/or the right to receive a prize) suffered by a Player who has not complied with the Rules.
- 3.7 While subscription-based society lotteries are widely considered to be low risk in terms of problem gambling, individuals may want to self-exclude themselves from taking part in People's Postcode Lottery. PPL operates a self-exclusion process. To self-exclude, please email <a href="mailto:info@postcodelottery.co.uk">info@postcodelottery.co.uk</a> with 'Self-exclusion' in the title, and include all contact details (email, postal address, phone number(s)), and the minimum period for which You would initially like to be self-excluded, which can be from six months to five years. Or call the Customer Experience team on 0808 109 8765. Details of the self-exclusion process can be found on the Website at

#### www.postcodelotterv.co.uk/policies/self-exclusion.

Requests for self-exclusion are ordinarily processed to remove the person from participating in the next upcoming monthly Draws, although if funds have already been collected (or a payment request has already been sent to the payment provider) at the point the request is received. PPL might be unable to process the self-exclusion request ahead of the next upcoming monthly Draws. In such circumstances, payment for those next upcoming monthly Draws will not be refunded, and any wins resulting from those Draws will be paid out in the normal manner, with the person being self-excluded from the following round of monthly Draws. In circumstances where PPL has been able to process a request for selfexclusion in advance of the next round of monthly Draws such that the relevant Ticket(s) have not been, and will not be, entered into such Draws, PPL shall arrange repayment of any collected payments for the relevant Tickets which are not entering the relevant Draws. PPL does not accept liability for any other loss or damage You may suffer as a result of a Ticket not being entered into a Draw following a request for self-exclusion being processed.

If an individual chooses not to extend a period of self-exclusion and makes a positive request to begin gambling again, there is a minimum 24-hour cooling-off period before a Subscription becomes active through a Ticket entering a Draw.

You should note that PPL can only exclude You from its own products and services. If You wish to self-exclude from PPL's services, PPL recommends that You consider self-excluding from other gambling services too (including other gambling services or lotteries operated by Promoting Societies). Website filtering software exists to prevent You from

accessing gaming websites from Your personal computer. If someone successfully manages to circumvent a self-exclusion set up with PPL, PPL accepts no liability for any loss suffered as a result of the Player circumventing such self-exclusion. Players should play responsibly. Information on how to gamble responsibly may be found on the Website or sites such as www.begambleaware.org.

# 4. HOW TO PLAY PEOPLE'S POSTCODE LOTTERY

4.1 Tickets are sold on a Monthly Subscription basis at a monthly cost of £12.00 (twelve pounds) for single Ticket entry into all Draws in the relevant month

4.2 You can apply via a number of channels including the Website, telephone, coupons published in certain newspapers and magazines from time to time, via direct mail or by other methods made available by PPL. In each event, the Application constitutes Your authorisation for PPL to collect payment for Draws from the designated monthly payment method in accordance with Rule 5, until this authorisation is revoked

4.3 For the Ticket(s) to be entered into the next Draws, payment needs to have been collected from Your designated payment method in accordance with these Rules. Collected payments are paid promptly into PPL's non-designated client money account and are held on behalf of the relevant Promoting Society. In the event of PPL's insolvency, such funds will be paid to the relevant Promoting Society.

**4.4** When applying for a Subscription, You need to provide at least the following information:

**4.4.1** The number of Tickets to be purchased for each Draw

- 4.4.2 Your name, full home address, postcode and date of birth. The full home address must be Your main residence and must be in Great Britain. You can play with a postcode that is different from Your home address provided Your active contact details are provided. If all of the available combinations for Your nominated postcode have already been allocated to other Players You will not be able to sign up to play with that postcode and will need to select an alternative postcode to play with instead
- 4.4.3 Your valid payment details including, where appropriate, Your instruction to a bank or building society to pay by Direct Debit.
- 4.5 You can cancel by phone, email or post, using the contact details mentioned in Rule 12 to contact PPL directly or, if You are paying by Direct Debit, at any time by writing to Your bank or building society.
- 4.6 PPL will be entitled to verify the information provided by You as set out in Rule 4.4. Verification steps may include conducting checks with the bank or building society specified in Your Application to ensure that the Direct Debit instruction has been duly authorised and/or instructing credit reference and identity verification checks from reputable third parties.
- 4.7 PPL may refuse to accept Your Application for any reason. If Your Application is accepted, PPL will confirm the setup of a Subscription to You. If you have provided an email address, the confirmation will be sent by email. If no email address has been provided, it will be posted to Your billing address. It will specify the reference number for each Ticket You have purchased.
- **4.8** You should check Your Ticket(s) carefully to ensure the included postcode which PPL has advised

in writing You are playing with is the correct one You want to play with. PPL accepts no liability if the Ticket(s) PPL has advised You are playing with has a different postcode from the postcode which You want to play with.

If You want to change Your designated playing postcode at any point (e.g. if You are moving house or if Royal Mail introduces a new postcode for Your address). You must contact PPL using the contact details in the Contact Address section at Rule 12 below and provide PPL with all information which it requests. PPL accepts no liability for any loss or damage suffered by You (including loss of the opportunity to enter with the amended playing postcode and/or the right to receive a prize) if You have not followed this process. Once PPL has received from You all the information which it has requested, it will action Your change request as soon as reasonably practicable. This does not guarantee the change request will have taken effect before the next round of monthly Draws after PPL have received from You all the information which it has requested. PPL accepts no liability for any loss or damage You may suffer (including loss of the opportunity to enter with the amended playing postcode and/or the right to receive a prize) if in such circumstances Your playing postcode has not been amended by PPL before the next round of monthly Draws. Any requested amendment to Your playing postcode will only become effective once PPL has received all relevant information from You and has changed your playing Ticket(s).

If Royal Mail introduce or replace a postcode, the original postcode remains valid for the purposes of these Rules. You are responsible for notifying PPL and providing PPL with all information which it

requests in order to effect a change in Your playing postcode if You wish to play with the "new" postcode, as opposed to the "old" postcode (the Ticket cannot cover both postcodes.) This means some Players in a street may be playing with the "old" postcode whilst others are playing with the "new" postcode. If the "new" postcode is selected in a Draw, the Players with the "new" postcode in their Ticket would be winners in that Draw and those with the "old" postcode in their Ticket would not (unless the "old" postcode had also been drawn), and vice versa.

You can only win prizes in a Draw with the postcode which has actually been included within Your Ticket for that Draw. in accordance with Rule 4.9.

- 4.9 Each Ticket will include:
  - 4.9.1 A postcode
  - 4.9.2 A unique three-digit number generated by PPL to associate Tickets within the same postcode with individual Players.

## 5. PAYMENT

- 5.1 Payment for Tickets must be received in advance of the Draw via an acceptable payment method, as set out on the Website. If a card or other payment method expires or is no longer valid for another reason, You may only update the Subscription to an accepted payment method as stated on the Website. Credit cards cannot be used for payment.
- 5.2 After signing up, we will send You a document containing details of individual Ticket prices for monthly Draws, details of the Promoting Societies and information about when the monthly Draws are ordinarily held. When signing up, we will inform You when the first payment will be taken, which may be immediately. After this, the first attempt to take payment each month will be on or around

the 10th, unless otherwise communicated. You are responsible for ensuring there are sufficient funds in Your nominated bank account (or available via Your chosen payment service provider) on the relevant date. If this is not the case, Your bank or payment service provider may impose a penalty charge and PPL may be unable to collect payment, resulting in the relevant Ticket(s) not being entered into the Draws. PPL is not responsible for additional transaction charges imposed by Your bank or payment service provider.

- 5.3 While PPL will endeavour to collect a payment on the regular collection date, PPL is not liable for any failure to collect payment on or after that date which is attributable to any reason outside its control, including where the failure is caused by:
  - 5.3.1 loss or damage to Subscription coupons or other written entries (including loss of mail)
    5.3.2 any action or omission by a bank or other payment service provider including chargebacks, disputes, indemnities or failures to implement Direct Debits or otherwise to act on Your instructions
- 5.4 If PPL is unable to collect Your payment on the applicable collection date, it may (but has no obligation to) make up to three further attempts to collect Your payment prior to the next Draws. No Ticket(s) will be entered into a Draw unless PPL has received full payment for the Ticket(s) in cleared funds in advance of the Draw. PPL accepts no responsibility for any loss or damage caused as a result of Ticket(s) not being entered in a Draw in circumstances where PPL sought payment from the payment provider, and the payment provider did not make payment on the first or any other attempt.
- 5.5 Where a bank or payment services provider

makes a chargeback, dispute or indemnity demand relating to Your payment, whether current or for a previous Draw, PPL will cancel or suspend Your Subscription immediately, which will include cancelling any Tickets for upcoming Draws.

5.6 If You are unsure whether Your payment has been collected or not, please contact PPL as a first step. A payment is only treated as having been made once PPL has received it as cleared funds.

# 6. CHANGES TO SUBSCRIPTION

6.1 You can cancel Your Subscription at any time by contacting the Customer Experience team by phone, email or post, using the contact details mentioned in Rule 12 to give notice. Requests for cancellation are ordinarily processed to remove the person from participating in the next upcoming monthly Draws, although if funds have already been collected (or a payment request has already been sent to the payment provider) at the point the request is received, PPL might be unable to process the cancellation request ahead of the next upcoming monthly Draws. In such circumstances, payment for those next upcoming monthly Draws will not be refunded, and any wins resulting from those Draws will be paid out in the normal manner. with the person being cancelled from the following round of monthly Draws. Where PPL has been able to process a request for cancellation in advance of the next round of monthly Draws such that the relevant Ticket(s) have not been entered into such Draws, PPL shall arrange repayment of any collected payments which have not been used to enter the relevant Ticket(s) into such Draws because of the cancellation request. PPL does not accept liability for any other loss or damage You may suffer as a result of a Ticket not being entered into a Draw following a request for cancellation being processed.

**6.2** You should notify PPL of any changes to Your personal details or Your Subscription using the contact details mentioned in Rule 12 to give notice. If You wish to change Your bank or building society details, You will need to complete a new Direct Debit instruction. Further information about how to do this is available from PPL on request. If You win a non-cash prize, PPL may send it to You by post or e-mail. PPL accepts no liability for any loss or damage (including loss of receipt of a prize) if You have not updated PPL of changes to Your address or e-mail in accordance with these Rules.

**6.3** As set out in Rule 3.2 above, PPL reserves the right to terminate or suspend a Subscription at any time (although this will not affect the results of completed Draws). If a Subscription has been suspended or terminated, the Ticket(s) will not be entered into any Draw following termination or during the suspension period. PPL has no liability for any loss or damage suffered as a result of the Ticket(s) not having been entered into the relevant Draw. If PPL suspends or terminates an account and payment has already been taken for Ticket(s) that will not be entered into Draws, PPL will reimburse the collected payment into Your paying account.

# 7. DRAWS & PRIZES

- 7.1 Before the date of each Draw, PPL will publish a Prize Draw Calendar on the Website with the following information:
  - **7.1.1** The dates on which results of the Draws will be announced
  - 7.1.2 Details of the prizes available in the Draws
  - 7.1.3 The Promoting Societies carrying out the

Draws and the Ticket price for each individual Draw.

- **7.2** Winners are selected at random by PPL's Draw engine software, which uses a random number generator and has been certified by a Gambling Commission-approved testing organisation.
- 7.3 Each Draw is conducted by the Designated Officer before an independent adjudicator. Normally the independent adjudicator is present in person for the Draw, but in exceptional circumstances they may attend by video link. The Designated Officer and the independent adjudicator document the information for the Promoting Society and to enable reporting to the Gambling Commission.
- 7.4 If the Designated Officer and/or the independent adjudicator observes or suspects an irregularity or failure in the procedure, the Draw will be declared null and void and a new Draw will take place.
- 7.5 Only paid-for Tickets for a Draw are eligible to take part in that Draw. In the event of an error in announcement of winning postcode(s) and/or Tickets, the Designated Officer will be responsible for confirming the correct postcode(s) and/or Tickets, and PPL is not liable to give prizes to Tickets incorrectly announced
- **7.6** The Designated Officer will determine the sequence of the prizes being drawn.
- 7.7 The winning postcode(s) for each valid Draw will be published on the Website on a daily basis in accordance with the scheduled announcement of winning postcodes as set out in advance of the Draw on the Website and may also be publicised in any other manner determined by PPL from time to time. The date of any announcement of Draw results might not be the actual date on which the Draw was conducted. The following information will be published in relation

to each valid Draw:

- 7.7.1 The winning postcode(s)
- 7.7.2 The amounts or category (e.g. redeemable voucher) of each prize awarded to the winning postcodes. PPL will attempt to contact all holders of Tickets which have won £1,000 or more in a Draw, and all winners of non-monetary prizes, to inform them of their win
- 7.8 The Draw results published on the Website or by any other means (including directly communicated to the Player) will be for information purposes only. Prizes will only be awarded to the winning postcode(s) and/or Ticket(s) recorded by the Designated Officer and the independent adjudicator under Rule 7.3. While PPL will do its best to ensure published Draw results are accurate, the outcome of each Draw will be determined by the Designated Officer and the independent adjudicator under Rule 7.3. PPL is not liable to pay prizes based on publication of a result not recorded by the Designated Officer and independent adjudicator.
- 7.9 PPL reserves the right to withhold payment of a prize until it is entirely satisfied that:
  - **7.9.1** The person claiming the prize is validly registered in PPL's records against the winning postcode(s) and/or Ticket(s) and has fully complied with the Rules
  - **7.9.2** PPL has received full payment for the winning Ticket(s) in accordance with these Rules
  - 7.9.3 The identity of the winning Player and their entitlement to collect the prize has been established to PPL's satisfaction (in particular, PPL reserves the right to request documentary proof of identity and to withhold payment until it is satisfied appropriate proof has been provided)
  - 7.9.4 PPL may require proof of age before paying

out any prize. Prizes will not be paid to those found to be under 18 years old.

- 7.10 Without prejudice to the above, PPL reserves the right to withhold payment of any prizes if it reasonably suspects fraud in relation to any Draw(s).
- 7.11 PPL may, at its absolute discretion, pay out a prize to a person whom it is satisfied is the duly authorised representative of a Player, acting under a lawfully executed Power of Attorney or other equivalent authorisation.
- **7.12** Payment of prizes will usually be made as follows:
  - 7.12.1 If You are a winning Player who pays by Direct Debit, the prize money will be paid into the bank or building society account from which payment for the winning Ticket(s) was received
  - 7.12.2 If You are a winning Player who pays by Debit Card or PayPal and have previously provided validated bank or building society details for prize payments, then prize money will be paid into that validated account
  - 7.12.3 If You are a winning Player who pays by Debit Card or PayPal and have not previously supplied validated bank details, PPL will either pay prize money wins to Your Debit Card or PayPal account from which payment for the winning Ticket(s) was received or PPL will contact You to arrange alternative payment methods to a verified bank or building society account.
- 7.13 Players winning prize money of £15,000 or more from an individual Draw will only be paid to a verified bank or building society account, regardless of payment type.
- 7.14 In all circumstances, PPL reserves the right to undertake checks to verify the account into which winnings are to be paid and this will normally be

done for large prize awards. Checks are normally made electronically but may involve verification of the Player's identity and residential address or other checks as PPL reasonably considers appropriate. Where confirmation of identity is requested, PPL will not be liable to pay out a prize until it is satisfied by the documentation provided (whether or not You still hold a live Subscription).

- 7.15 While PPL will use all reasonable efforts to identify and pay prizes to winning Players, PPL shall be entitled to treat any cash prizes which PPL has been unable to pay because it does not have the correct bank or building society details and which have not been claimed within 6 (six) months after the publication by PPL of the results of the relevant Draw, as void. PPL will have no liability for any loss or damage suffered in relation to prizes which are not claimed within a period of 6 (six) months.
- 7.16 Either before the relevant Draw or afterwards, PPL may decide (in its absolute discretion) subject to complying with these Rules, to allocate more than one prize to a winning Ticket.
- 7.17 If You win a non-cash prize (e.g. a redeemable voucher and/or a gift card), You are not entitled to a cash equivalent. PPL may at its absolute discretion replace a non-cash prize with a cash amount of at least the cost allocated to the non-cash prize (e.g. in circumstances of unavailability or disruption to deliveries of goods affecting redeemable vouchers and/or gift cards). In the case of PPL replacing a redeemable voucher and/or a gift card with a cash prize, the cash amount is likely to be less than the face value of goods against which the voucher and/or gift card would have been redeemable owing to bulk buying discounts.
- 7.18 Prize claims must be made within 6 (six) months

of the publication by PPL of the results of the relevant Draw. In the case of non-cash prizes PPL may specify a different period within which claims must be made, which will be no less than two (2) months from the publication by PPL of the results of the relevant Draw. In circumstances where the non-cash prize is a redeemable voucher, the voucher may specify an expiry date on or before which the voucher must be redeemed, which will be no less than two (2) months from the publication by PPL of the results of the relevant Draw.

7.19 PPL may, but has no obligation to, allow redemption of a voucher after the specified expiry date, and/or a claim for a cash and/or a non-cash prize to be made after expiry of the period set out in Rule 7.18, where the relevant funds have not already been used to fund prizes in a future Draw.

7.20 Where Tickets purchased by a deceased Player win a prize, the prize will be treated as an asset of that Player's estate. It will be made over to the Player's personal representatives or executors once PPL is satisfied with their status as such. PPL reserves the right to request documentary proof that a person is a personal representative or executor of a deceased Player.

7.21 PPL will not be liable to pay prizes to any Player appearing on the consolidated list of financial sanctions targets in the UK. Any prizes for winning Tickets held by somebody on that list will be deemed unwanted, and will instead be distributed to the Promoting Society for the Draw.

## 8. PRIVACY

8.1 You agree that by making an Application and/or becoming a Player, PPL may process Your personal data in accordance with the privacy notice posted

on the Website.

8.2 PPL may request information to confirm Your identity (such as copies of a passport or driving licence) at any point after receiving or accepting Your Application to subscribe. This may include requesting documentation on sign up, or when You win a prize as set out in Rule 7.14.

# 9. LIABILITY

9.1 Subject to Rule 9.3, all warranties and conditions relating to the People's Postcode Lottery — whether express or implied — are excluded to the fullest extent permitted by applicable laws. Neither PPL nor any of the Promoting Societies will be liable to You for loss or damage suffered by You arising from:

- **9.1.1** Delays or failures in the postal service or other delivery methods used by PPL or You; or
- **9.1.2** Delays or failures in email systems used by PPL. You, or a third party: or
- **9.1.3** Failure in the computer programme or other method used to generate winning Ticket(s); or
- **9.1.4** Failure to collect payment following a valid request via the designated payment method; or
- 9.1.5 Failure by PPL to receive payment or enter
- a Ticket into a Draw due to insufficient funds, out-of-date payment details, or delays or failures in processing payments where such delays are not directly attributable to PPL; or
- **9.1.6** Refusal by PPL to accept an Application for a Subscription, or the termination or suspension by PPL of an existing Subscription; or
- **9.1.7** Interruptions, errors or unavailability of the Website, My Account or other services; or
- **9.1.8** Any event or circumstance beyond the reasonable control of PPL.

- **9.2** Subject to Rule 9.3, neither PPL nor any of the Promoting Societies will be liable to You in contract, tort, negligence or otherwise for:
  - 9.2.1 any loss of opportunity;
  - **9.2.2** loss of the chance of winning a prize; and/ or
  - 9.2.3 any indirect or consequential loss suffered when participating in PPL (including a lost opportunity to enter and/or the chance of winning a prize).
- **9.3** Nothing in these Rules will exclude or restrict the liability of PPL or any of the societies participating in PPL for:
  - **9.3.1** Death or personal injury resulting from negligence; and/or
  - 9.3.2 Breach of the obligations arising from section 12 of the Sale of Goods Act 1979; and/or 9.3.3 Fraud.

# 10. MAKING A COMPLAINT

10.1 PPL's Complaints Procedure is without prejudice to Players' legal rights and applies to any Complaints raised by Players. If You are a non-Player, Complaints must be submitted in writing to Customer Experience, People's Postcode Lottery, 28 Charlotte Square, Edinburgh EH2 4ET. PPL will determine how best to deal with non-Player Complaints, or queries which are not about the way in which PPL conducts its licensed activities, on a case-by-case basis.

Players may make complaints by phone, email or writing to the contact details set out in Rule 12 below, or by attending 28 Charlotte Square, Edinburgh in person. Complaints may be raised via third party intermediaries or support tools. If it seems a Player may be wishing to complain through social media, they may be redirected to the Complaints Procedure.

Any Complaint about a Draw or incident must be made within six months of the date of the relevant Draw (or incident). Records of Complaints will be kept for seven years from the date it was resolved. Any Complaint not resolved within two Working Days of receipt by PPL at the point of first contact will enter the formal Complaints Procedure, as set out below.

**10.2** The formal Complaints Procedure consists of three stages, set out below. Subject to Rule 10.3, it will take no longer than eight weeks from receipt of the Complaint to conclude stages 1-3:

**10.2.1** Stage 1 — A PPL member of staff will investigate the Complaint and respond to the Player within five Working Days of the Complaint entering the formal Complaints Procedure.

10.2.2 Stage 2 — If the Complaint is not resolved at Stage 1, the PPL member of staff will escalate the Complaint to a more senior PPL representative, who will investigate and endeavour to respond to the Player within five Working Days of the Complaint having been escalated to Stage 2. In circumstances where the investigation is likely to take longer than five Working Days, PPL will notify the complainer advising of the proposed timescales and next steps, aiming to resolve the Complaint at Stage 2 within a maximum of 20 Working Days of the Complaint having been escalated to Stage 2.

10.2.3 Stage 3 – If the Complaint is not resolved at Stage 2, it will be referred to a Managing Director of People's Postcode Lottery, who will endeavour to respond within ten Working Days of the Complaint having been escalated to Stage 3. If the Complaint relates to a particular Draw, the relevant Promoting Society will also be

notified of the Complaint.

10.3 The eight-week timeframe set out in Rule 10.2 above includes a 'stop the clock' provision. If the Player fails to respond to a reasonable request for information from PPL within seven days of the request from PPL, the clock on the eight-week timeframe will stop and will only restart once the requested information is received by PPL.

10.4 If the Complaint remains unresolved eight weeks after receipt (taking into account 'stop the clock' pauses as per Rule 10.3 above), or if the Player and PPL reach a deadlock or final position in less than eight weeks, PPL will write to the Player to explain the final decision, that it is the end of the complaints process and that the Player can ask for the Complaint to be referred to alternative dispute resolution in terms of Rule 10.5

10.5 Alternative Dispute Resolution: In circumstances where PPL has, further to Rule 10.4 above, written to the Player explaining the final decision and conclusion of the complaints process, and subject to the dispute meeting the criteria in the Gambling Commission's Code of Practice, the Player may refer their complaint to alternative dispute resolution with the Independent Betting Adjudication Service (who are named on the Gambling Commission's list of approved alternative dispute resolution providers) without the Player requiring to contribute to the cost of their services. PPL are obliged to abide by the decision of the Independent Betting Adjudication Service in relation to disputes having a value of £10.000 or less. Their contact details are

Independent Betting Adjudication Service, PO Box 62639, London, EC3P 3AS

Telephone: 020 7347 5883 Website: www.ibas-uk.com

## 11. LAW

11.1 The Rules and all matters arising from or connected with them are governed by English law. Subject to Rule 10, the courts of Scotland and England & Wales will each have non-exclusive jurisdiction to settle any dispute arising from or connected with the Rules or People's Postcode Lottery.

# 12. CONTACT DETAILS

**12.1** Comments, questions or complaints should be directed to the contact details below:

Tel: 0808 109 8765

Email: info@postcodelottery.co.uk

**Trading address:** 28 Charlotte Square, Edinburgh, FH2 4FT

My Account: If PPL has made My Account available to You, this can be used as a contact point for certain purposes.

## 13. INSOLVENCY

13.1 PPL has implemented measures to ensure that Player Funds are held in a separate non-designated client account which is separate from PPL's other banking facilities. This meets the Gambling Commission's requirements at the medium segregation level because PPL holds Player Funds separate from its own funds in this account, which is subject to specific instructions as to how these funds are to be treated. This means that steps have been taken to protect Player Funds, but there is no absolute guarantee that they will be repaid if PPL should at any time become insolvent. For more information about the protection of Player Funds, please see the Gambling Commission website (www.

#### gamblingcommission.gov.uk).

# 14. GLOSSARY

The following words, when used in the Rules, have the following meanings:

#### Act

The Gambling Act 2005, as amended from time to time

## Application

An application to register with PPL for a Monthly Subscription to People's Postcode Lottery

## Complaint

An expression of dissatisfaction, whether spoken or written, about any aspect of the way PPL conducts its licensed activities

#### Complaints Procedure

The procedure set out in Rule 10 which PPL follows when receiving a Complaint

#### **Designated Officer**

The PPL employee designated to conduct Draws

#### Draw

The process by which PPL selects winning Ticket(s) in lotteries promoted by Promoting Societies, as described further in Rule 7

#### **Gambling Commission**

The Gambling Commission as established under the Act

#### Monthly Subscription

A subscription to be entered into all Draws taking place in a calendar month, usually 20

#### My Account

An online platform which PPL may make available to You from time to time through a "My Account" section of the Website. PPL may vary, update or end Your access to My Account at any time. If PPL has made My Account available to You, where it contains

functionality for You to provide PPL with the relevant information this can be used as a contact point to provide that information. As part of the ongoing implementation of improvements to the Website not all Players may have access to the same functionality at all times

### People's Postcode Lottery

One or all of the series of subscription-based Society Lotteries PPL promotes and manages under the Act on behalf of Promoting Societies

#### Plaver

Each person who purchases a Ticket or Tickets in accordance with the Rules

### **Player Funds**

Any amounts held to a Player's credit including unpaid prize funds and (in the event PPL ever operates such a scheme) any other bonuses or credits which may be credited to a Player from time to time

#### Postcode Millions Prize

Prize identified on the Website as a "Postcode Millions Prize", with a specified pot of money of over £1million to be shared amongst winners

## PPL

Postcode Lottery Limited, with registered office at 2nd Floor, 31 Chertsey Street, Guildford, Surrey, England, GU1 4HD and principal place of business at 28 Charlotte Square, Edinburgh EH2 4ET, registered company number 04862732

## Proceeds

As defined in Section 254 of the Act (the aggregate of amounts paid in respect of the purchase of Tickets)

#### Prize Draw Calendar

The Prize Draw Calendar published by PPL on the Website. Ordinarily this can be found at <a href="https://www.postcodelottery.co.uk/good-causes/draw-calendar">www.postcodelottery.co.uk/good-causes/draw-calendar</a>

#### **Promoting Societies**

Those non-commercial societies (as defined in section 19 of the Act) on whose behalf lotteries forming part of People's Postcode Lottery are managed and promoted, as listed on the Website from time to time

#### Rules

The rules of People's Postcode Lottery set out in these terms and conditions, as amended by PPL from time to time

#### Subscription

An arrangement permitting the purchasing of Tickets on an on-going basis resulting in an entitlement to enter one or more Draws in People's Postcode Lottery, which will continue on a rolling basis until You or PPL terminate it

#### Ticket

The paid-up entitlement with a unique identifier, as described in Rule 4.9, to be entered into Draws in a lottery in accordance with the Rules

#### You

A Player who has bought a valid Ticket(s) for one or more PPL Draws

#### Website

www.postcodelottery.co.uk

# **Working Day**

Monday to Friday excluding any public holiday in Scotland, England or Wales



BeGambleAware.org

Postcode Lottery Limited is incorporated in England and Wales and is licensed and regulated by the Gambling Commission (licence

numbers 000-000829-N-102511 and 000-000829-R-102513). Registered office: Postcode Lottery Ltd, 2nd Floor, 31 Chertsey Street, Guildford, Surrey, GU1 4HD. Company reg. no. 04862732. VAT reg. no 848 3165 07.