

# CHRISTMAS MILLIONAIRE RAFFLE 2019 31st DECEMBER 2019

# Issue 1

#### **INTRODUCTION**

These Games Rules have been approved by the Regulator of the National Lottery in accordance with Section 45 of the National Lottery Act 2013.

At Dublin, this 1<sup>st</sup> day of November, 2019.

PURSUANT to the National Lottery Act 2013.

Premier Lotteries Ireland Designated Activity Company,

with the approval of the Regulator,

hereby makes the following rules.



This page is deliberately blank.

# CHRISTMAS MILLIONAIRE RAFFLE 2019 31st DECEMBER 2019

# **ISSUE 1**

# **TABLE OF CONTENTS**

RULES		4
1.	Title	4
2.	Definitions	4
3.	The Christmas Millionaire Raffle 2019 Game	6
4.	Player's Objective	6
5.	Notice of Christmas Millionaire Raffle 2019 Draw	6
6.	Method of Play	6
7.	Draw and Division of Prizes	8
8.	Payment of Prizes and Ticket Validation Requirements	10
9.	Claiming a Prize	11
10.	General	13
11.	Limitation of Liability	13
12.	Decisions of National Lottery Binding	14

#### **RULES**

#### 1. Title

These Rules are to be read in conjunction with and are in addition to the General Rules for National Lottery Games. The Rules for Draw-Based Games Played Interactively apply to Tickets purchased through the Company's Interactive System and should also be read in conjunction with these Rules (see www.lottery.ie).

- 1. These Rules may be referred to as the Christmas Millionaire Raffle 2019 Rules (the "Rules").
- 2. These Rules shall come into force on the 1<sup>st</sup> day of November, 2019.
- 3. In the event of any conflict or inconsistency between the abovementioned rules the order of precedence is as follows:
  - The Rules
  - The Rules for Draw Based Games Played Interactively
  - The General Rules for National Lottery Games.

#### 2. Definitions

In these Rules unless the context requires otherwise:

Act means the National Lottery Act 2013.

**Central Computer System** means the computer system used to operate Draw-Based Games.

**Christmas Millionaire Raffle 2019 Game** means a Draw-Based Game that is of limited duration, having pre-established and announced beginning and end sales and Draw Date. A limited number of Tickets (being a maximum of five hundred thousand) each unique from all others, will be offered for the opportunity to win one of a number of predetermined and announced prizes.

**Company** means Premier Lotteries Ireland Designated Activity Company.

**Contractors** mean the Company's gaming systems contractor and its subcontractors.

**Draw** means the process which is used to randomly select the Winning Tickets in the Christmas Millionaire Raffle 2019 Game.

**Draw-Based Game** means a National Lottery game, the results of which are determined by a draw to randomly select a set of winning numbers and in which a player's selection of numbers (whether chosen themselves or selected on a random basis by the Central Computer System) is recorded on the Central Computer System.

**Draw Date** means the date printed on the Ticket that indicates when a particular Christmas Millionaire Raffle 2019 Draw takes place.

**Interactive System** means the system (accessible via the Website and/or Mobile App) established and operated by PLI for the purpose of registering Players, administering Player accounts, facilitating Plays, holding games-related information and paying Prizes.

**Licence** means the Licence granted to the Company to operate the National Lottery, issued under section 26 of the Act, and amended in accordance with section 27 of the Act.

**Lottery Headquarters** means the principal administrative offices of the Company.

**Minister** means the Minister for Public Expenditure and Reform or his successor in title.

**Mobile App** means the Company's software application which enables a Player to access the Website to play National Lottery Interactive Games via supported mobile devices. A list of supported devices is available on <a href="https://www.lottery.ie">www.lottery.ie</a>.

**National Lottery** has the meaning given to it in the Act.

**Player** means a person participating in the Christmas Millionaire Raffle 2019 Game.

**Prize Claim Centre Agent** means such a Retail Sales Agent designated by the National Lottery. A list of the Prize Claim Centre Agents is available at www.lottery.ie.

**Regulator** means the regulator duly appointed under the Act to regulate The National Lottery, or the Minister.

**Retail Sales Agent** means a person(s), corporate body or partnership appointed by the Company to be a National Lottery sales agent at specified location(s) under section 42 of the Act.

**Terminal** means the on-line computer hardware and software by which a Retail Sales Agent generates Draw-Based Game Tickets and Christmas Millionaire Raffle 2019 Tickets.

**Ticket** means a Christmas Millionaire Raffle 2019 Ticket with a Unique Multiple-Digit Number, Draw Date and other information as determined by the Company from time to time entitling its owner to participate in the Christmas Millionaire Raffle 2019 Game.

**Unique Multiple-Digit Number** means the multi-digit number printed on the Ticket to enable a Player's entry to the Christmas Millionaire Raffle 2019 Draw to be held on 31<sup>st</sup> December 2019. The Unique Multiple-Digit Number is issued in consecutive numerical sequence by the Central Computer System.

**Website** means the PLI website, which is accessible through URL www.lottery.ie.

**Winning Ticket** means a Christmas Millionaire Raffle 2019 Ticket with a computer-generated Unique Multiple-Digit Number corresponding to the Unique Multiple-Digit Number chosen in the Draw and subsequently validated by The National Lottery.

#### 3. The Christmas Millionaire Raffle 2019 Game

The Christmas Millionaire Raffle 2019 Game is a Draw-Based Game which will commence on a date and at times to be decided by the Company.

### 4. Player's Objective

The objective of a Player in the Christmas Millionaire Raffle 2019 Game is to have his Unique Multi-Digit Number drawn as one of the Winning Tickets in the Christmas Millionaire Raffle 2019 Draw to be held on 31<sup>st</sup> December, 2019 or other date to be decided and announced by the Company.

The Company may, in its sole discretion, restrict or prohibit any person or persons from participation or further participation in the Christmas Millionaire Raffle 2019 Game if in its view that person or persons is/are playing in a manner deemed to be interfering with other Players' reasonable access to the game.

#### 5. Notice of Christmas Millionaire Raffle 2019 Draw

Prior to the commencement of the sale of Tickets for the Christmas Millionaire Raffle 2019 Draw, the Company may advertise in the national media and will advertise on the Company's website, and in such other manner as the Company may from time to time determine, a notice containing, at a minimum the following information about the Christmas Millionaire Raffle 2019 Draw:

- (a) The name of the Christmas Millionaire Raffle 2019 Draw.
- (b) The purchase price of a Christmas Millionaire Raffle 2019 Ticket.
- (c) The date after which sales of Christmas Millionaire Raffle 2019 Tickets can be made.
- (d) The date and time after which sales of Christmas Millionaire Raffle 2019 Tickets cannot be made.
- (e) The date and time for the selection of the Winning Christmas Millionaire Raffle 2019 Tickets.
- (f) The number and description of prizes available to be awarded in the Christmas Millionaire Raffle 2019 Draw.
- (g) Other information as deemed necessary by the Company for the purposes of conducting the Christmas Millionaire Raffle 2019 Draw.

# 6. Method of Play

#### (1) Cost of a Ticket

The price of a Christmas Millionaire Raffle 2019 Ticket will be €25.

#### (2) Entry into a Game

- (a) Each Christmas Millionaire Raffle 2019 Ticket will have a Unique Multi-Digit Number, and a Draw Date printed on it.
- (b) Players may not choose their own number.

- (c) Only Tickets recorded by the Central Computer System are valid for participation in the Christmas Millionaire Raffle 2019 Draw.
- (d) The National Lottery shall not in any circumstances be liable to a Player for any acts or omissions by a Retail Sales Agent.
- (e) The National Lottery, its Retail Sales Agents or Contractors shall not be responsible for lost or stolen Tickets.
- (f) A Ticket shall be the only valid basis for claiming a prize.
- (g) Only those Tickets which are valid for the Christmas Millionaire Raffle 2019 Draw, 31<sup>st</sup> December 2019 will be entered into the Christmas Millionaire Raffle 2019 Draw, 31<sup>st</sup> December 2019.

#### (3) Cancellation of a Ticket

- (a) The cancellation facility will not be available for the Christmas Millionaire Raffle 2019 Draw.
- (b) The Company accepts no responsibility for Tickets where the numbers appearing on a Ticket disagree with the numbers on file at the Central Computer System for that Ticket.
- (c) None of the Company, its Retail Sales Agents or Contractors shall be responsible for any errors or omissions in respect of the issue of a Ticket or the information recorded on any ticket (whether details of Ticket number or otherwise whatsoever) or for any other defect in the Ticket.

#### (4) Sale of Tickets

- (a) Sales of Christmas Millionaire Raffle 2019 Tickets will begin on the 1<sup>st</sup> November 2019 (or other date to be decided by the Company) and will end no later than 22:00 hours on 31<sup>st</sup> December 2019. Sales may end before the specified end date if the entire pool of Tickets for the Christmas Millionaire Raffle 2019 Draw is sold prior to the specified end date.
- (b) No Ticket shall be sold to any person under the age of eighteen years, but this shall not be deemed to prohibit the purchase of a Ticket for the purpose of making a gift by a person eighteen years of age or older to a person less than that age. Any Retail Sales Agent who knowingly sells or offers to sell a Ticket or share to any person under the age of eighteen years shall be liable to prosecution.
- (c) A Player may purchase a Christmas Millionaire Raffle Ticket via the Interactive System or shall request a Retail Sales Agent to issue a Ticket. The Ticket will contain a Unique Multiple-Digit Number which will be the next sequential number available within the game range and the Draw Date.
- (d) The Draw Date for a Draw may be extended in the event of force majeure at the discretion of the Company.
- (e) Nothing in this section shall be construed to prohibit the Company from designating certain of its employees to sell Tickets direct to the public.

(f) No Ticket shall be purchased by, and no prize shall be paid to, any director, agent or employee of the Company or any Contractor or subcontractor or, if the Contractor or subcontractor is a company, any director or employee of the Contractor or subcontractor involved in the operation of Draw-Based Games for the Company or any other person prohibited by the National Lottery Act 2013. If such a person becomes the owner of a Ticket it shall not be eligible for any prize. If any prize is awarded, such a prize shall be returnable to the Company.

### (5) Player Responsibility

- (a) A Christmas Millionaire Raffle 2019 Ticket is a bearer document deemed to be owned by the person holding the Ticket, except that if a name is contained on the back of the Ticket, the person so named will, for all purposes, be considered the owner of the Ticket.
- (b) The Company, its Contractors and Retail Sales Agents shall not be liable in any circumstances for any errors or omissions in respect of the issue of a Ticket or the information recorded on any ticket or for any other defect in the Ticket.
- (c) It shall be the sole responsibility of the Player to verify the accuracy and condition of the data printed on the ticket.
- (d) The Company, its Contractors and Retail Sales Agents will not be responsible for lost or stolen Christmas Millionaire Raffle 2019 Tickets.

#### 7. Draw and Division of Prizes

# (1) Selection of Winning Tickets

- (a) The Draw will be conducted on 31st December 2019, no earlier than 22:00 hours.
- (b) At the Christmas Millionaire Raffle 2019 Draw there shall be randomly selected six thousand and nine (6,009) Unique Multiple-Digit Numbers from all valid Christmas Millionaire Raffle 2019 Tickets purchased for the Game in accordance with these Game Rules, the Christmas Millionaire Raffle 2019 prize structure and procedures determined by the Company from time to time.
- (c) Specialised electronic random number generator hardware will be employed to randomly select the required number of Unique Multiple-Digit Numbers for each division of Prizes in the Christmas Millionaire Raffle 2019 Draw, 31<sup>st</sup> December 2019.
- (d) A Christmas Millionaire Raffle 2019 Ticket can only win one prize in the Christmas Millionaire Raffle 2019 Draw. Once a Winning Ticket has been drawn it is not eligible for any further prizes in that Draw and will be excluded thereafter from the Draw.
- (e) The Winning Ticket Numbers will be published on the Company's website www.lottery.ie.

- (f) In the event of the Christmas Millionaire Raffle 2019 Draw being declared invalid another Christmas Millionaire Raffle 2019 Draw will be conducted to determine the Winning Ticket numbers.
- (g) In the event that the Christmas Millionaire Raffle 2019 Draw is interrupted due to equipment failure or for any other reason, the Christmas Millionaire Raffle 2019 Draw will be completed in accordance with the Company's procedures.
- (h) Where there is significant interruption to the provision of the Christmas Millionaire Raffle 2019 Draw the Company reserves the right to defer the Christmas Millionaire Raffle 2019 Draw.

# (2) Categories of Prizes

Fixed prize values in the Christmas Millionaire Raffle 2019 Draw, 31<sup>st</sup> December 2019 will be as follows:

**Division 1**: There will be one (1) Jackpot prize of €1,000,000

**Division 2**: There will be three (3) prizes of €100,000 each

**Division 3**: There will be ten (10) prizes of €10,000 each

**Division 4**: There will be thirty (30) prizes of €5,000 each

**Division 5**: There will be one hundred and sixty five (165) prizes of €1,000

each

**Division 6**: There will be five thousand eight hundred (5800) prizes of €500

each.

#### (3) Results

- (a) The results of each Draw will be published on the Company's website and may also be published in such other manner as the Company may from time to time determine.
- (b) The information displayed and disseminated will be:
  - (i) The Date of the Christmas Millionaire Raffle 2019 Draw;
  - (ii) The Winning Ticket Numbers;
  - (iii) The amount payable to each prize winner in each prize category;
  - (iv) Such other information as the Company may from time to time determine.

#### (4) Determination of Prize Claims

- (a) In all cases, the determination of prize entitlement shall be subject to the Ticket validation requirements set out in Rule 8(2) of these Rules.
- (b) The surrender of a Ticket to the Company or to a Retail Sales Agent and the receipt by the bearer of the Ticket of any prize money payable in respect of the Ticket shall be a good discharge to the Company notwithstanding any notice the Company may have of the alleged rights, title, interest or claim of any other person or persons to the prize money.

(c) Neither the Company nor any Retail Sales Agent shall be responsible or liable as a result of the payment of a prize to the bearer of any lost or stolen Ticket whether or not advice of the loss or theft has been reported or notified to the Company prior to payment of the prize.

# 8. Payment of Prizes and Ticket Validation Requirements

#### (1) Payment of Prizes

(a) Prizes in all prize divisions may be available for payment on the day following the Raffle Draw.

#### (2) Ticket Validation Requirements

For Ticket validation requirements in respect of Tickets purchased through the Interactive System, Players should refer to the "Rules for Draw-Based Games Played Interactively" available on <a href="https://www.lottery.ie">www.lottery.ie</a>.

In addition to any other requirements specified in these Rules, the following requirements shall apply before a Ticket shall be regarded as a valid prize winning Ticket:

- (a) The Ticket must have been issued on behalf of the Company by a Retail Sales Agent through a Terminal.
- (b) The Ticket must be intact and must not be mutilated, altered, illegible, incomplete or tampered with in any manner.
- (c) The information recorded on the Ticket must correspond with the information on file in the Central Computer System records. Only Tickets recorded by the Central Computer System will participate in the Christmas Millionaire Raffle 2019 Draw.
- (d) Each number on the Ticket, whether a Unique Multi-Digit Number or otherwise, must be fully legible.
- (e) The Ticket must not be defectively printed or produced in error to an extent that it cannot be processed by the Company or a Retail Sales Agent.
- (f) The Ticket must not be counterfeit.
- (g) All information appearing on the Ticket must appear in the Central Computer System's computer record of Winning Tickets.
- (h) The Ticket must pass all additional confidential validation tests and security criteria established by the Company.
- (i) The Company shall not in any circumstances be liable to a Player for any acts or omissions by Retail Sales Agents.

#### (3) Consequences of a Ticket being invalid

(a) In the event that a Ticket fails to pass any of the criteria set out in Rule 8(2) of these Rules, that Ticket shall be deemed void and ineligible for a prize.

(b) Liability, if any, of the Company is limited to replacement of Ticket or refund of the price of a Ticket at the Company's absolute discretion.

# 9. Claiming a Prize

## (1) Time Limit on Claims

- (a) All prizes must be claimed within 90 days from the date of the Christmas Millionaire Raffle 2019 Draw, 31<sup>st</sup> December 2019. In the event that the 90th day falls on a Saturday, Sunday or public holiday, the time limit shall expire at 5.30pm on the next working day. Any prize not claimed within the 90 day period in the manner specified in these Rules shall be forfeited. The unclaimed prize money shall be allocated to a special reserve fund to be utilised by the Company in accordance with the National Lottery Licence.
- (b) In the case of a prize claimed by mail, the Ticket must be received at The National Lottery, Abbey Street Lower, Dublin 1 within the time limit on claims. All prizes may be redeemed at Lottery Headquarters.

#### (2) Prize Payment of Prizes within the range of €1 - €2,500 inclusive

- (a) Prizes within the range of €1 €2,500 inclusive may be claimed at National Lottery Headquarters, Abbey Street Lower, Dublin 1, any Prize Claim Centre Agent and at any Retail Sales Agent (at the Agent's discretion).
- (b) The Company, Prize Claim Centre Agent or Retail Sales Agent will retain the winning Ticket and pay the bearer the appropriate prize money, provided all the Ticket validation criteria and other requirements set out in these Rules have been satisfied.

#### (3) Payment of Prizes within the range of €2,501 - €14,999 inclusive

- (a) Prizes within the range of €2,501 €14,999 inclusive may be claimed at National Lottery Headquarters, Abbey Street Lower, Dublin 1 and any Prize Claim Centre Agent.
- (b) The Company or Prize Claim Centre Agent will retain the winning Ticket and pay the bearer the appropriate prize money, provided all the Ticket validation criteria and other requirements set out in these Rules have been satisfied.

# (4) Prize Payment of Prizes exceeding €14,999 and up to and including €1,000,000

- (a) Individual prizes exceeding €14,999 must be claimed and are payable by cheque only at Lottery Headquarters, Abbey Street Lower, Dublin 1.
- (b) Prizes up to and including €1,000,000 may be claimed by presenting a Winning Ticket at Lottery Headquarters, Abbey Street Lower, Dublin 1 within the time limit on claims.
- (c) The Company will retain the Winning Ticket and pay the bearer the appropriate prize money by cheque, provided all the Ticket validation criteria and other requirements set out in these Rules have been satisfied.

#### (5) Prize Payment by Mail

- (a) Prizes up to and including €14,999 may also be claimed, at the claimant's risk, by posting the Winning Ticket to The National Lottery, Abbey Street Lower, Dublin 1. The Ticket must be signed on the reverse side and the name and address of the claimant provided.
- (b) If a Ticket is presented to the Company that does not have a name appearing on the reverse side of the Ticket, payment will be made to the person whose name appears on the claim form or other correspondence submitted with the Ticket.
- (c) The Company shall pay such claimants by cheque in accordance with the Company's procedures, provided that all the Ticket validation criteria also set out in these Rules have been satisfied.
- (d) In the event that the Ticket does not pass the Company's validation tests, the claim shall be refused and the claimant advised accordingly of the refusal.

#### (6) Proof of Identity

- (a) The Company for its purposes will recognise only one person as the owner of a Ticket.
- (b) The Company and/or any prize paying Retail Sales Agent may, in its sole discretion, require proof to its satisfaction of the identity of the bearer of any Ticket, presented for payment or the identity of any person to whom it is intended to pay a prize under Rule 8 of these Rules.
- (c) The Company reserves the right to withhold payment of a prize until it is entirely satisfied as to the validity of any Ticket and the claimant's bona fides.
- (d) No right of any person to a prize won shall be assignable, except that payment of any prize won may be paid to the estate of a deceased prize winner, and except that any person pursuant to an appropriate court order may be paid according to said court order. The Company shall be discharged of all liability upon payment of a prize pursuant to this rule.
- (e) When a signature has been entered on the reverse side of the Ticket, the person whose signature appears there shall be the owner of the Ticket and shall be entitled to any prize payable in respect of the Ticket. Until such time as a signature is placed on the reverse side of a Ticket, a Winning Ticket which has been sold shall be owned by the bearer of the Ticket.
- (f) If more than one signature appears on the reverse side of the Ticket, one of those persons whose signature appears thereon must be designated by mutual consent of the Ticket holders to receive payment. This may be done by indicating the name to which payment is to be made by an indication on the claim form and by the signature on the claim form or other appropriate document of all other persons whose signatures appear on the reverse side of the Ticket.
- (g) In the event that there is an inconsistency in the information submitted on the claim form and/or on the Winning Ticket, or otherwise in respect of the claim or Ticket, the Company may make an investigation and withhold all winnings which

may be due to the Ticket owner until such time as the claimant satisfies the Company that he/she is the proper person to whom the prize should be paid.

# (7) Payment of prizes to persons under 18 years of age or persons under a legal disability or of mental incapacity

(a) Whereas a person under 18 years of age or a person under a legal disability or of mental incapacity may be the owner of a Ticket, payment of all prizes will be made to the parent or legal guardian of that person unless otherwise expressly authorised by the Company.

#### (8) Criminal Prosecution

Any person who forges, alters, attempts to alter, or presents a forged or altered Ticket with a view to obtaining a prize, or any other person who purchases a Ticket and is not entitled to do so, is liable to criminal prosecution.

#### 10. General

- (a) The Company's decisions and judgements in respect to the determination of a Winning Ticket or of any other dispute arising from the payment or awarding of prizes shall be final and binding upon all Players and any other person or persons concerned for any reason with these matters unless otherwise provided by law and these Rules. In the event that a dispute arises relative to the Winning Ticket, a claim form, the payment, or the awarding of any prize, the Company may withhold payment of the prize winnings until a decision has been reached.
- (b) Where the context so requires, in these game rules, the neuter gender shall include the feminine or masculine gender and vice versa, the feminine gender shall include the masculine gender and vice-versa and the singular shall include the plural and vice-versa.

# 11. Limitation of Liability

Neither The Company nor any Retail Sales Agent shall in any circumstances be liable for any loss, direct or consequential incurred by any Player, any bearer of a Ticket or any other person arising from the participation by any person in the Christmas Millionaire Raffle 2019 Draw. In particular, but without prejudice to the generality of this rule, neither The Company nor any Retail Sales Agent shall be liable to any person:

- (i) for the failure of, or damage or destruction to The Company's Central Computer System and /or records, or
- (ii) for delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system, or
- (iii) for any other action or event which prevents or hinders the issue of a valid ticket.

# 12. Decisions of National Lottery Binding

All decisions of the Company concerning the Christmas Millionaire Raffle 2019 Game or the Christmas Millionaire Raffle Draw, 31<sup>st</sup> December 2019, including decisions as to the validity of Tickets, the identity of the bearer of any Ticket, the determination of prize winners, the amount and category of prize money, the interpretation, application, meaning and effect of these rules and the Company's procedures shall be final and binding on all Players, and any other person or persons concerned for any reason with these matters.

Wind An Drews	-
Authorised By: Head of Function	
fater Algen	1 <sup>st</sup> October 2019
Chief Executive	Date