



# Terms and Conditions

(effective for all Draws taking place on or after  
6 January 2021 and payments made for  
Tickets in those Draws)

## 1. PEOPLE'S POSTCODE LOTTERY & PROMOTING SOCIETIES

1.1 The terms and conditions below are the Rules which govern all society lotteries managed by Postcode Lottery Limited (known as People's Postcode Lottery or "PPL"). They apply to all Draws taking place on or after 6 January 2021 and payments made for Tickets in those Draws and supersede any previous Rules in respect of such Draws. By purchasing a Subscription, You agree to be bound by these Rules.

1.2 People's Postcode Lottery (also known as Postcode Lottery) manages a series of subscription-based society lotteries promoted by Promoting Societies under the Gambling Act 2005 (Act). The Promoting Societies can change from time to time. Details of the Promoting Societies are communicated to You at the beginning of your Subscription and details of current Promoting Societies can be viewed at [www.postcode lottery.co.uk/good-causes/licence-details](http://www.postcode lottery.co.uk/good-causes/licence-details). If You have any queries about the activities of a particular Promoting Society, please contact it directly.

1.3 Promoting Societies are independent bodies responsible for the management and allocation of funds from the Draws they promote under licence from the Gambling Commission. A minimum of 32% of the Proceeds of each Draw will be applied by the Promoting Society for its purposes. Details of the actual percentage of Proceeds allocated by a Promoting Society directly towards its purposes are shown on the Website as this percentage can vary from time to time.

1.4 The Promoting Societies have appointed Postcode Lottery Limited ("PPL"), a company incorporated in England and Wales (Company

Number 04862732) and having its registered office at 2nd Floor, 31 Chertsey Street, Guildford, Surrey, England, GU1 4HD, to operate People's Postcode Lottery acting as an External Lottery Manager. PPL's principal place of business is 28 Charlotte Square, Edinburgh EH2 4ET. PPL is licensed to operate large society lotteries by the Gambling Commission ([www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk)) who regulate PPL under licence numbers 000-000829-N-102511 and 000-000829-R-102513.

1.5 Normally 20 (twenty) Draws will take place in a month, each for a different Promoting Society. Ordinarily the 20 (twenty) Draws are all carried out on the first Wednesday of the relevant month 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 dates of announcements of winning postcodes for such prizes shall be published on the Website at [www.postcode lottery.co.uk/good-causes/draw-calendar](http://www.postcode lottery.co.uk/good-causes/draw-calendar).

1.6 The Rules may be amended by PPL from time to time. Any amended Rules will be published on the Website at least 28 (twenty eight) days in advance of taking effect. If You are not satisfied with any proposed amendments, You can cancel your Subscription at any time in accordance with Rule 6.1 below.

1.7 PPL reserves the right to withhold access to Draws or any prize where it reasonably suspects You to be in breach of 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. Where less than 40% of the amount of Proceeds of a given Draw have been allocated to fund prizes in that Draw, the balance of unallocated prize funds from that Draw will be carried forward and allocated to the prize fund of a future Draw run by the same Promoting Society. This means some Draws run by Promoting Societies will allocate less than 40% of Proceeds to fund prizes in that Draw, whilst others will allocate more than 40% of Proceeds 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.

**2.2** If You have 1 (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 are eligible to win a prize. Any amounts allocated towards prizes which have not been claimed or redeemed within the specified period (which is 6 (six) months unless otherwise specified) shall be deemed unwanted and credited to the relevant Promoting Society.

**2.3** Prizes are awarded per winning Ticket and if You have more than 1 (one) Ticket for the selected postcode for a particular Draw You will win more than 1 (one) prize. The maximum number of Tickets any person is entitled to hold in any 1 (one) Draw is 6 (six). If a person breaches this rule and holds more

than 6 (six) Tickets in any 1 (one) Draw, and more than 6 (six) of the Tickets held by them win a prize in that Draw, they shall only be entitled to prizes for the 6 (six) of those Tickets having the highest monetary value. The value of the remaining prizes 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 holder of an individual winning Ticket will not be awarded a prize greater than 10% of the Proceeds of the Draw promoted by a Promoting Society. Any prize which cannot be paid to the holder of an individual winning Ticket of a Postcode Millions Prize for this reason will be shared among the wider pool of winners in accordance with Rule 2.6 below. This 10% Proceeds limit applies to each Ticket individually, so that if You hold more than 1 (one) winning Ticket the maximum limit for each individual Ticket will be 10% of the Proceeds of the Draw.

**2.5** For each prize other than a Postcode Millions Prize, the value or nature of the prize for a Ticket in the winning postcode(s) selected in that Draw is set out in advance of the Draw at [www.postcodelottery.co.uk/good-causes/draw-calendar](http://www.postcodelottery.co.uk/good-causes/draw-calendar). This might also include provision for 1 (one) or more of the winning Ticket(s) to win an additional prize.

**2.6** For a Postcode Millions Prize, the total value of the pot to be shared is as set out in advance of the Draw at [www.postcodelottery.co.uk/good-causes/draw-calendar](http://www.postcodelottery.co.uk/good-causes/draw-calendar). For a Postcode Millions Prize the total prize money is shared between winning Tickets according to their "postcode", "postcode sector" or "postal districts". To explain how this works:

**2.6.1** a "postcode" is the postcode which is, or

has been, allocated by Royal Mail to a group of addresses in a certain location, usually in the same street or block;

**2.6.2** a “postal district” is the first half of the postcode, the letters and numbers which appear before the space;

and

**2.6.3** a “postcode sector” is the postal district plus the first number occurring after the space. For example, in the postcode W1A 0AA, “W1A” is the postal district and “W1A 0” is the postcode sector.

For a Postcode Millions Prize the value of the shared prize advertised in advance on the Website will usually be allocated as follows but in all cases subject to the legal limit stated in Rule 2.4 above. 50% of the total prize allocation shall be shared equally amongst each Ticket in the winning postcode. The other 50% will then be shared equally amongst Tickets in the winning postcode sector. If it is not possible to allocate 50% of the total prize allocation amongst the Tickets in the winning postcode, then the balance of these will be allocated among all Tickets in the winning postcode sector. If there are still any unallocated prize funds at that point, these will be allocated equally among all Tickets in the winning postal district.

**2.7** Prize amounts payable 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) and 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 16 (sixteen) 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 HM Treasury. PPL shall be entitled to refuse to accept any Application or to close a Subscription at any time in its absolute discretion. Circumstances where a Subscription could be closed include, without limitation, where a breach of the Rules or other irregularity is identified after set-up or where a Player repeatedly fails to pay a Subscription. In the event of closure of any Subscription, PPL's sole liability shall be to arrange remittance of any Player Funds then held in respect of the relevant Subscription along with collected payments for Tickets if such Tickets have not been, and will not be, entered into the Draws for which they were purchased due to closure of the Subscription. In such a case, no liability is accepted for any other loss or damage You may suffer (including the loss of opportunity to enter any Draw).

**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 Co-ordinator or Process Manager. You are also not eligible to enter People's Postcode Lottery if You are the Designated Officer conducting the Draw in accordance with Rule 7.3 or if You are the independent adjudicator for the Draw in accordance with Rule 7.3.

**3.4** The following people are only to be permitted to enter People's Postcode Lottery on the condition that they agree that if they hold any Ticket(s) which win a prize with a value of more than £5,000, they are only entitled to receive the first £5,000 won for each winning Ticket held by them and that any excess over £5,000 for each winning Ticket held by them shall be donated by PPL on their behalf to the relevant Promoting Society for the Draw:

**3.4.1** Anyone holding the job title "Managing Director" or "Head of" in the course of their employment with PPL;

**3.4.2** Any individuals who are employed by PPL and who hold a Personal Management Licence from the Gambling Commission in the course of their employment at PPL;

**3.4.3** Any individuals who hold a Personal Management Licence from the Gambling Commission in respect of one of the Promoting Societies at the time of the relevant Draw;

**3.4.4** Any individuals who have made an Annex A personal declaration to the Gambling Commission in respect of one of the Promoting Societies which is in force at the time of the relevant Draw; and

**3.4.5** The Trustees of any Promoting Society which has engaged PPL to operate Draws on its behalf.

**3.5** The person signing up with PPL from whose

account Ticket payments are collected is recognised as the Player by PPL and, subject only to Rules 7.11 and 7.18, is the only person to whom PPL is liable to pay prizes won in any Draw or otherwise to account for unused Player Funds. In circumstances where the account from which the payments are collected is a joint account, the 1 (one) person who signed up with PPL and who is 1 (one) of the people holding the paying joint account is the person recognised by PPL as the Player and is the only person to whom PPL is liable to pay prizes won in any Draw or otherwise to account for unused Player Funds although details of account activity including prize allocations may be visible to other account holders.

**3.6** By buying a Ticket, You agree to be bound by the Rules, any applicable provisions of the Act and any 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 of low risk in terms of problem gambling, individuals may wish to self-exclude themselves from taking part in People's Postcode Lottery. As such, PPL operates a self-exclusion process. To self-exclude please email [info@postcode lottery.co.uk](mailto:info@postcode lottery.co.uk) 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 6 (six) months to 5

(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 <https://www.postcodelottery.co.uk/policies/self-exclusion>. Requests for self-exclusion are ordinarily processed to remove the individual from participating in the next upcoming monthly Draws, although if at the point the self-exclusion request is received funds from the relevant account have already been collected for the next upcoming monthly Draws (or a request to the payment provider has already been sent for collection for such upcoming monthly Draws) PPL may be unable to process the self-exclusion request in advance of the next upcoming monthly Draws, with the individual being self-excluded from the following round of monthly Draws. In such circumstances payment for those next upcoming monthly Draws will not be refunded, and any wins resulting from such Draws will be paid out in the normal manner. Irrespective of the expiry of the period of self-exclusion chosen by a Player, no marketing material will be sent to them unless and until such Player has asked for, or agreed to, accept such material no earlier than 6 (six) months after the self-exclusion period has expired. If a Player chooses not to extend a period of self-exclusion, and makes any positive request to begin gambling again, a minimum 24 (twenty four) hour cooling off period will be implemented before any Subscription becomes active by virtue of a Ticket forming part of a Draw. You should note that PPL can only exclude You from PPL's own products and services and if You wish to self-exclude, PPL recommends that You consider self-excluding from other gambling services (including other gambling services or lotteries operated by Promoting Societies) You may

use. Website filtering software exists to prevent You from accessing gaming websites from your personal computer. If a Player successfully manages to circumvent a self-exclusion set up with PPL, PPL accepts no liability in respect of 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 through sites such as [www.begambleaware.org](http://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 £10.00 (ten pounds) for single Ticket entry into all Draws in the relevant month.

**4.2** You can submit an Application using 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 which may be 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 Rules 5.2 and 5.4, until this authorisation is revoked.

**4.3** Collected payments from your designated payment method in accordance with these Rules are required in order to allow entry of the relevant Ticket(s) into the next relevant Draws following the collected payment. PPL holds the money from such collected payments on behalf of the relevant Promoting Society. Such funds shall be paid promptly into PPL's non-designated client money account and held on behalf of the Promoting Society and in the event of PPL's insolvency shall be paid to the relevant Promoting Society.

**4.4** The Application for Subscription will require You 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 address, postcode and date of birth. The full address specified must be your main residence, including a postcode for an address in Great Britain. You can play with a postcode which is different from your registered address provided your active contact details are provided; and

**4.4.3** Your valid payment details including, where appropriate, your instruction to a bank or building society to pay the Subscription by Direct Debit.

**4.5** You can cancel by contacting 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 for in Rule 4.4 in order to process your Application. Verification steps PPL may take 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 identify verification checks from reputable third parties. PPL may refuse to accept your Application for any reason.

**4.7** If your Application is accepted, PPL will confirm the setup of a Subscription to You. The Advance Notice will be sent by email where You provide an email point of contact or will be issued by post to your billing address where no email point of contact has been provided. 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 is the correct

one You want to play with. If all of the available combinations for your nominated postcode have already been allocated to other Players PPL will specify a randomly selected alternative postcode. PPL accepts no liability if the Ticket(s) PPL has advised You are playing with does not include 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 will be responsible for contacting PPL, by phone or in writing, to advise of this change. Any such change requested by You will only take effect when confirmed in writing by PPL. PPL will not be liable for any loss or damage (including the right to receive a prize) suffered by You prior to such a change being confirmed in writing by PPL. PPL accepts no liability for prizes lost as a result of You not complying with the above process. In circumstances where Royal Mail introduces or replaces a postcode, the original postcode remains valid for the purposes of these Rules, so You are responsible for notifying PPL if You wish to play with the “new” postcode, as opposed to the “old” postcode, as the Ticket cannot cover both postcodes. This means a situation may arise where some Players in a street are 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.

**4.9** If You wish to amend the Ticket(s) notified to You in any correspondence from PPL, You can request an amendment by notifying PPL by telephone, email or in writing to the details set out in the

Contact Address section at Rule 12.1 below. PPL will endeavour to make the requested amendment to your playing postcode as soon as reasonably possible but 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 You until such amendment has been made by PPL. Any requested amendment notified to PPL will only become effective once PPL has made the requested amendment. Where the requested amendment relates to the Ticket(s) allocated to You, the corrected Ticket(s) will only be valid in respect of the Draws in which the corrected Ticket(s) are included.

**4.10** Each Ticket will include:

**4.10.1** A postcode, and

**4.10.2** A 3 (three) digit unique number generated by PPL in order to ensure Tickets within the same postcode are associated with an individual Player.

## 5. PAYMENT

**5.1** Payments for Tickets must be received in advance of the Draw via an acceptable payment method as set out in 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 may not be used for payment.

**5.2** The Advance Notice sent to You will contain details of Ticket prices, Draw dates and the Promoting Societies. At the point of sign up You will be informed when the first payment of your Subscription will be taken, which may be immediately. Thereafter the first attempt to obtain payment each month will be on or around the

10th unless otherwise communicated. It is your responsibility to ensure that 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 for the collection 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 onto You from your bank or payment service provider.

**5.3** PPL will have no liability for:

**5.3.1** any loss or damage to Subscription coupons or other written entries (including loss of mail); or

**5.3.2** any act or omission of any bank or other payment service provider including chargebacks, disputes, indemnities or failures to implement Direct Debits or otherwise to act on your instructions;

in either case which prevents PPL collecting a payment on the collection date.

**5.4** If PPL is unable to collect your payment on the applicable collection date PPL may, but has no obligation to, make up to 3 (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 all amounts payable 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 any chargeback, dispute or indemnity demand relating to any payment by You, whether current or in relation to 1 (one) or more previous Draw(s), PPL may cancel or suspend your Subscriptions with immediate effect, which will include cancelling any Tickets purchased for upcoming Draws. In circumstances where payment has already been collected for future Draw(s) in respect of which the Ticket(s) will not be entered, PPL shall arrange for the amount of the collected payment to be reimbursed to the paying account.

**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 when it has been received as cleared funds by PPL.

## **6. CHANGES TO SUBSCRIPTION**

**6.1** You can cancel your Subscription at any time giving PPL notice by contacting the Customer Experience team on 0808-109 8765. Termination will take effect from the first payment collection date (as explained in Rule 5.2) occurring after a valid termination notice is received and no further payments will be collected from the Subscription. You should note that funds which have been collected at the point PPL receives notice of termination are non-refundable as they have already been used to purchase 1 (one) or more Ticket(s) for the upcoming Draws in accordance with Rule 4.3. Any Player Funds which have not yet been collected, but in respect of which requests to the payment provider have already been sent for collection at the point PPL receives notice of termination, shall also be non-refundable and used to purchase 1 (one) or more Ticket(s) for the upcoming Draw. With effect from receipt of notice of termination, PPL will not

make future requests to the payment provider to make payments in respect of the Monthly Subscription.

**6.2** Any change to the details provided in your Subscription should be notified to PPL by phone, email or in writing to the contact details set out at Rule 12.1 below. If You wish to change the bank or building society specified in your Application, You will need to complete a new Direct Debit instruction. Further information about how to do this is available from PPL upon request.

**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 any Draws which have already taken place). If a Subscription has been suspended or terminated, the relevant Ticket(s) will not be entered into any Draw following termination or during the period of suspension and 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. In circumstances where PPL suspends or terminates an account and payment has already been collected for a future Draw(s) in respect of which the Ticket(s) will not be entered, PPL shall arrange for the amount of the collected payment to be reimbursed to the paying account.

## **7. DRAWS & PRIZES**

**7.1** Before the date of each Draw, PPL will publish a Prize Draw Calendar on the Website providing You with the following information:

**7.1.1** The dates on which results of the Draw will be announced;

**7.1.2** Details of the prizes available in the Draw; and

7.1.3 The name of the Promoting Societies carrying out the Draws and the Ticket price for each individual Draw.

7.2 In each Draw, winners will be 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 will be conducted by the Designated Officer before an independent adjudicator. Normally the independent adjudicator shall be present in person for the Draw but in exceptional circumstances the adjudicator may attend by video link. The Designated Officer and the independent adjudicator will 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 any irregularity or failure in the procedure then the Draw will be declared null and void and a new Draw will take place.

7.5 Only those Tickets for which payment has been received for that particular 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 shall not be liable to give prizes in respect of postcode(s) and/or Tickets incorrectly announced as winning postcode(s) and/or Tickets.

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); and

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 more than £3,000 in a Draw, and all winners of non-monetary prizes, to inform them of their win.

7.8 The results of any Draw published on the Website or by any other means (including directly communicated to the Player) will be for information purposes only. Prizes shall 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 shall use its best endeavours to ensure the accuracy of published Draw results the outcome of each Draw shall be determined by the Designated Officer and the independent adjudicator under Rule 7.3 and PPL shall not incur any liability 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 any prize until it is entirely satisfied that:

7.9.1 The person claiming such 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 All amounts due for the Tickets associated with the winning Ticket(s) have been paid;

**7.9.3** The identity of the winning Player and his or her 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 entirely satisfied appropriate proof of identity has been provided); and

**7.9.4** PPL may require proof of age to be produced before paying out any prize. Prizes will not be paid to those found to be under 16 (sixteen) years old.

**7.10** Without prejudice to the above, PPL reserves the right to withhold payment of any prizes if it reasonably suspects the occurrence of 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** Prize monies will be paid out as follows:

**7.12.1** Prizes less than £3,000 from a Draw will be paid directly into playing accounts as set out in Rule 7.13 and PPL shall not personally notify such winners in advance of such payment being made; and

**7.12.2** PPL's Customer Experience team will attempt to contact winners of prizes of £3,000 or more from a Draw to advise them of the prize won and make arrangements for payment and the steps set out in Rule 7.13 will be taken unless otherwise agreed with the Player at that stage.

**7.13** Payment of prizes will usually be made as follows:

**7.13.1** 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;

**7.13.2** 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 the relevant validated bank/building society account; or

**7.13.3** If You are a winning Player who pays by Debit Card or PayPal and have not previously supplied validated bank details, PPL will pay winnings under £3,000 from a Draw to your Debit Card or PayPal account and, for winnings of £3,000 or more from a Draw, PPL will contact You to arrange alternative payment methods to a verified bank account.

**7.13.4** 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 in the case of large prize awards. Checks are normally undertaken electronically but may involve verification of the Player's identity and residential address or such other checks as PPL reasonable considers appropriate. Where such confirmation of identity is requested, PPL shall not be liable to make payment in respect of any prize until satisfied by the documentation produced (whether or not You still hold a live Subscription).

**7.14** While PPL will do everything possible to identify and pay prizes to winning Players, 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, will be void and PPL

shall arrange for the relevant prize to be transferred to the Promoting Society or Societies associated with the relevant Draw(s). PPL will have no liability for any loss or damage suffered in relation to a failure to claim a prize in accordance with this Rule 7.14.

**7.15** Either before the relevant Draw or afterwards, PPL may elect (in its absolute discretion) subject to complying with these Rules to allocate more than 1 (one) prize to a winning Ticket.

**7.16** If You win a non-cash prize (e.g. a redeemable voucher), 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). In the case of PPL replacing a redeemable voucher with a cash prize, the cash amount is likely to be less than the face value of goods against which the voucher would have been redeemable owing to bulk buying discounts.

**7.17** Prize claims must be made within 6 (six) months of the publication by PPL of the results of the relevant Draw and will not be accepted by PPL after this time, unless such a claim relates to a prize which PPL has been unable to pay in the circumstances set out in Rule 7.9. In circumstances where the non-cash prize is a redeemable voucher, the voucher may specify the period within which the voucher must be redeemed, which will be no less than three (3) months from the publication by PPL of the results of the relevant Draw. Unredeemed vouchers shall be deemed unwanted pursuant to Rule 2.2 and the sums allocated to such vouchers shall be credited to the Promoting Society from whose draw the voucher was won.

**7.18** Where Tickets purchased by any deceased Player win a prize, the prize will be treated as an asset of the deceased Player's estate and made over to the Player's personal representatives or executors entitled to collect it on the Player's behalf once PPL is satisfied such persons are in fact the personal representatives or executives of a deceased Player. PPL reserves the right to request documentary proof that a person is a personal representative or executor of a deceased Player.

**7.19** PPL shall not be liable to pay prizes to any Player appearing on the consolidated list of financial sanctions targets in the UK. Any prizes in respect of a winning Ticket held by somebody appearing on the consolidated list of financial sanctions targets in the UK shall be deemed unwanted and shall 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 for the purposes and in the manner described in the privacy policy 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 when You have submitted an Application or hold a live Subscription with PPL. This may include requesting such documentation on sign up, or when You win a prize as set out in Rule 7.13.4.

## 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 and neither PPL nor any of the Promoting Societies operating any Draws

from time to time will be liable to You for any loss or damage suffered by You arising from:

**9.1.1** Any delays or failures in the postal service or other delivery methods used by PPL or You from time to time; or

**9.1.2** Any delays or failures in any system used by PPL or You to transmit emails to the other; or

**9.1.3** Any failure in the computer program or other method used by PPL from time to time to generate winning Ticket(s); or

**9.1.4** Any failure by PPL to collect payment following a valid request being made via the designated payment method; or

**9.1.5** Any failure by PPL to receive payment or enter a Ticket into a Draw to the extent attributable to insufficiency of funds, out-of-date payment details, delays or failures in the banking system used to transmit payments between PPL and You (or vice versa); or

**9.1.6** Any 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** The selection of alternative postcode(s) under Rule 4.8; or

**9.1.8** Any interruptions, errors or unavailability of the Website or other services; or

**9.1.9** Any event beyond the reasonable control of PPL.

**9.2** Subject to Rule 9.3 neither PPL nor any of the Promoting Societies operating any Draws from time to time will be liable to You in contract, tort, negligence or otherwise for any indirect or consequential loss suffered by You in relation to participation in PPL (including any loss of an opportunity to enter PPL and/or the chance of winning a prize).

**9.3** Nothing in these Rules will operate to exclude or restrict the liability of PPL or any of the societies participating in PPL from time to time for:

**9.3.1** Death or personal injury resulting from negligence;

**9.3.2** Breach of the obligations arising from section 12 of the Sale of Goods Act 1979; 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 shall determine how best to deal with non-Player Complaints on a case by case basis. Any Complaints by a Player may be by phone, email or writing to the contact details set out in Rule 12.1 below, or by attending 28 Charlotte Square, Edinburgh in person. Complaints may be raised via third party intermediaries/support tools. If it seems a Player may be wishing to complain through social media, they may be redirected to the Complaints Procedure. It is necessary to make any Complaint relating to a particular Draw (or incident) within 6 (six) months from the date of the relevant Draw (or incident) and records of Complaints will be kept by PPL for 7 (seven) years from the date the Complaint is resolved. Any Complaint not resolved at the point of first contact with PPL within 2 (two) Working Days of receipt by PPL shall enter the formal Complaints Procedure as set out below.

**10.2** The formal Complaints Procedure consists of 3 (three) stages:

**10.2.1** Stage 1— A PPL member of staff shall

investigate the Complaint and respond to the Player within 5 (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. The senior PPL representative will investigate the Complaint and endeavour to respond to the Player within 5 (five) Working Days of the Complaint having been escalated to Stage 2. In circumstances where investigation of the Complaint is likely to take longer than 5 (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 (twenty) 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 5 (five) Working Days of the Complaint having been escalated to Stage 3. The Complaint will also be notified to the relevant Promoting Society.

Subject to Rule 10.3, it shall take no longer than 8 (eight) weeks from receipt of the Complaint to conclude stages 1-3.

**10.3** The 8 (eight) week timeframe set out in Rule 10.2 above shall include 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 8 (eight) week timeframe will stop and will only restart on the date that the requested information is received by PPL

from the Player.

**10.4** If the Complaint remains unresolved 8 (eight) weeks after receipt by PPL (taking account any time that the "clock" on the time period may have been paused in accordance with Rule 10.3 above), or if the Player and PPL reach a deadlock or final position in less than 8 (eight) weeks, PPL shall 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 that this is the end of the complaints process the Player may require that PPL submit to alternative dispute resolution with Lindsays Solicitors or the Independent Betting Adjudication Service (both of whom appear on a list of approved alternative dispute resolution providers approved by the Gambling Commission) without the Player requiring to contribute to the cost of their services. PPL will abide by the decision or recommendations of the relevant alternative dispute resolution provider.

## **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 ADDRESSES

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

**Tel:** 0808 109 8765

**Email:** [info@postcodelottery.co.uk](mailto:info@postcodelottery.co.uk)

**Trading address:** 28 Charlotte Square, Edinburgh, EH2 4ET

## 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 to ensure that, in the event of PPL ceasing to trade, such Player Funds do not form part of its assets and will be protected. 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](http://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;
- "Advance Notice"** The letter or email referred to in Rules 4.7 and 5.2;
- "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 on receipt of a Complaint;

**"Designated Officer"** is the PPL employee designated to conduct Draws;

**"Draw"** The process by which winning Ticket(s) are selected by PPL 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 (twenty);

**"People's Postcode Lottery"** One or all of the series of subscription-based Society Lotteries promoted and managed by PPL for the Promoting Societies under the Act;

**"Player"** 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", in respect of which a specified pot of money is to be shared amongst winners;

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

**"Proceeds"** As defined in Section 254 of the Act

- (the aggregate of amounts paid in respect of the purchase of Tickets);
- “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 1 (one) or more Draws in People’s Postcode Lottery, which will continue on a rolling basis until terminated by You or PPL;
- “Ticket” The paid-up entitlement to be entered into Draws in a lottery in accordance with the Rules which has a unique identifier that is entered into each relevant Draw, as described further in Rule 4.10;
- “You” A Player who has bought a valid Ticket(s) for 1 (one) or more PPL Draws;
- “Website” [www.postcode lottery.co.uk](http://www.postcode lottery.co.uk) ; and
- “Working Day” Monday to Friday excluding any public holiday in Scotland, England or Wales

