

Terms and Conditions

July 2015

1. PEOPLE'S POSTCODE LOTTERY

- 1.1 People's Postcode Lottery operates as a series of subscription-based Society Lotteries promoted by Societies under the Gambling Act 2005, each or all of which as the context requires being referred to as "People's Postcode Lottery".
 - 1.2 Promoting Societies are charitable bodies which are licensed by the Gambling Commission to operate large society lotteries. Details of current Promoting Societies are published on the Website. As of 9 July, 2015, the Promoting Societies are as follows:
 - 1.2.1 People's Postcode Trust, 76 George Street, Edinburgh, EH2 3BU. Registered Charity No. SC040387; Gambling Commission Licences: 000-018971-N-302359-009 and 000-018971-R-302358-009. People's Postcode Trust is a charity which provides funds to charities and good causes working for a better world for people and planet. www.postcodetrust.org.uk
 - 1.2.2 Postcode Green Trust, 76 George Street, Edinburgh, EH2 3BU. Registered Charity No. SC042544. Gambling Commission Licences: 000-030268-N-311788-006 and 000-030268-R-311787-007. Postcode Green Trust provides funding to charities and good causes that support environmental protection and conservation and encourages enjoyment of our natural heritage.
 - 1.2.3 Postcode Care Trust, 76 George Street, Edinburgh, EH2 3BU. Registered Charity No. SC042667. Gambling Commission Licences: 000-030803-N-311904-006 and 000-030803-R-311903-006. Postcode Care Trust provides funds to charities and good causes that support the improvement of lives and health of children, young people and communities.

www.postcodecaretrust.org.uk

- Postcode Culture Trust. 76 George Edinburah. FH2 3RU Street. Registered Charity No. SC043234. Gambling Commission Licences: 000-033148-N-314889-005 and 000-033148-R-314888-005 Postcode Culture Trust provides funds to charities and good causes that support greater understanding and appreciation of arts, heritage (including natural heritage) and culture, www.postcodeculturetrust.org.uk
- 1.2.5 Postcode Animal Trust, 76 George Street, Edinburgh, EH2 3BU. Registered Charity No. SC043837. Gambling Commission Licences: 000-034847-N-316481-004 and 000-034847-R-316480-004. Postcode Animal Trust provides funds to charities and good causes that support animal welfare (either domestic or wild) and promote increased understanding of the positive impact animals can have on people through health. www.postcodeanimaltrust.org.uk
- 1.2.6 Postcode Heroes Trust. 76 George Street. Edinburah. EH2 3BU. Registered Charity No. SC043779. Gambling Commission Licences: 000-034774-N-316264-004 and 000-034774-R-316263-004. Postcode Heroes Trust provides funds to charities and good causes that encourage or inspire individuals or communities to improve their lives through education, health, conflict resolution or reconciliation, community development or participation sports. www.postcodeheroestrust.org.uk
- 1.2.7 Postcode Global Trust, 76 George Street, Edinburgh, EH2 3BU. Registered Charity No. SC044038. Gambling Commission Licences: 000-35621-N-316737-004 and 000-35621-R-316736-004. Postcode Global Trust

provides funds to charities and good causes that work in areas of health, education, human rights, poverty and emergency relief both at home and overseas, www.postcodeglobaltrust.org.uk

1.2.8 Postcode Community Trust 76 George Street, Edinburgh, EH2 3BU. Registered Charity No. SC044772; Gambling Commission Licences: 000-037612-N-318384-003 and 000-037612-R-318383-003. Postcode Community Trust is a charity which provides funds to charities and good causes working for a better world for people and planet. www.postcodecommunitytrust.org.uk

1.2.9 Postcode Children Trust, 76 George Street, Edinburgh, EH2 3BU. Registered Charity No. SC044773. Gambling Commission Licences: 000-037182-N-318416-003 and 000-037182-R-318415-003. Postcode Children Trust provides funds to charities and good causes that support the improvement of lives and health of children, young people and communities in which they live. www.postcodechildrentrust.org.uk

1.2.10 Postode African Trust, 76 George Street, Edinburgh, EH2 3BU. Registered Charity No. SC044835. Gambling Commission Licences: 000-037726-N-318507-003 and 000-037726-R-318506-003. Postcode African Trust provides funds to charities and good causes working in Africa that, encourage or inspire individuals or communities to improve their lives through education, health, conflict resolution or reconciliation, welfare provision and environmental protection.

1.2.11 Postcode Planet Trust, 76 George

Street, Edinburgh, EH2 3BU, Registered Charity No. SCO44847. Gambling Commission 000-037736-N-318505-003 Licences: 000-037736-R-318504-003 Postcode Planet Trust provides funds to charities and good causes that support environmental protection or improvement. www.postcodeplanettrust.org.uk 1.2.12 Postcode Dream Trust, 76 George Street, Edinburgh, EH2 3BU, Registered Charity No. SCO44911. Gambling Commission 000-038239-N-318652-003 Licences: 000-038239-R-318651-003 Postcode Dream Trust provides funds to charities and good causes working for a better world for people and planet. www.postcodedreamtrust.org.uk

1.2.13 Postcode Sport Trust, 76 George
Street, Edinburgh, EH2 3BU. Registered
Charity No. SC044967. Gambling Commission
Licences: 000-038345-N-318824-002 and
000-038345-R-318823-002. Postcode Sport
Trust provides funds to charities and good
causes that inspires participation in sport.

1.3 For further information on current Promoting Societies and more information on their activities, please click here. Promoting Societies are independent bodies who are responsible for the management and allocation of funds from Draws they promote. Each Promoting Society shall allocate at least 20% of the proceeds of Draws promoted by them directly towards their charitable purposes. Any further queries about the activities of particular Promoting Societies should be made to them directly.

1.4 The Promoting Societies have appointed Postcode Lottery Limited ("PPL"), a company incorporated in England (Company Number 04862732) and having its

registered office at Titchfield House, 69/85 Tabernacle Street, London, EC2A 4RR, United Kingdom, to operate People's Postcode Lottery acting as an External Lottery Manager. PPL is licensed to operate large society lotteries by the Gambling Commission (certificate number 000-000829-N-102511-0010 and 000-000829-R-102513-009)

1.5 The schedule of Draws which benefit a specific Promoting Society will be published on the Website. Normally 5 (five) Draws will take place in a month. View the charity Draw calendar here.

2. PRIZE PLAN & SPECIAL ROLLOVER DRAWS

2.1 At all times up to 45% of the proceeds of People's Postcode Lottery shall be paid out as prizes as set out in this Rule 2. Every Player with one or more Tickets in the winning postcode selected in any Draw will win a prize. Only players who hold paid-for Tickets shall be eliqible to receive a prize in any Draw.

2.2 Details of the prizes available for winners will be published here. From time to time, PPL may offer additional cash or non-cash prizes and details of these will be publicised on the Website and elsewhere.

2.3 Prizes are awarded per Ticket and winners with more than one Ticket will win more than one prize. As set out in Rule 3.3, certain classes of person connected with PPL may only claim a prize up to a limit of £5.000.

2.4 No individual Ticket shall be entitled to a prize in excess of the maximum amount permitted by law. As set out in the Gambling Act 2005, no individual Ticket shall be entitled to a prize in excess of the greater of 10% of the Draw proceeds of the Draw (including any rollover Draws) promoted by a Promoting Society and £25,000. Any prize allocation which cannot be paid to

winning Ticket holders for this reason, will be shared among the wider pool of winners.

2.5 From time to time a Draw may be designated a "Special Rollover Draw" and made for a special rollover prize of £1 million or more. Such a Draw will be identified by PPL as "Postcode Rollover". "Postcode Millions" or some other title to distinguish it from regular Draws. The increased prizes for all of the Special Rollover Draws are built up from the balance of the unallocated prize funds raised to date by a single Promoting Society, Prizes awarded in Special Rollover Draws shall be published on the Website from time to time. Normally, 50% of the total prize allocation shall be allocated to Tickets in the winning postcode, subject to the legal limits stated in Rule 2.4. The other 50% is then shared among Tickets in the winning postcode sector. In distributing such amount among Tickets in the winning postcode sector, the share per Ticket of the prize fund shall be weighted by reference to the number of Millions Points a Ticket has accrued depending on the Draws that the Ticket plays as set out in Rule 2.7.

2.6 If it is not possible to allocate all the unallocated prize funds among the Tickets in the winning postcode then the balance of any prize funds shall be allocated among all Tickets in the winning postcode sector. If there remain any unallocated prize funds at that point they will be divided equally among all Tickets in the winning postal district.

2.7 For Special Rollover Draws, shares of prizes allocated to Tickets held in the winning postcode sector shall be weighted by reference to the number of "Loyalty Points" a Player has accrued. Millions Points do not apply to shares of prizes allocated to Tickets in the winning postcode which are split equally per Ticket. 5 (five) Millions Points are allocated to a Player per

Monthly Subscription(5 draws) purchased in one or more consecutive Draws Millions Points are collected throughout the calendar year (January – December) and reset at the start of the following year (January). So, for example, a Ticket with 10 accrued Bonus Points will receive twice as large a share as a Ticket with 5 (five) Millions Points. Players who move to a new postcode and acquire a new Ticket number will retain Millions Points. Millions points may be retained if a player cancels and returns to play with the Lottery within the same calendar year (January-December period). Millions points cannot be earned on tickets which are unpaid and fail to play in a Draw. Reactivation of tickets and the retention of Millions points are at the discretion of People's Postcode Lottery.

2.8 Amounts payable in shared prizes shall be rounded down to the nearest whole pound sterling.

3. WHO MAY ENTER PEOPLE'S POSTCODE LOTTERY

- 3.1 People's Postcode Lottery can be played throughout Great Britain comprising all postcodes in Great Britain for which Tickets have been bought. All valid postcodes belonging to Great Britain may participate in a specific Draw. The Gambling Act covers Great Britain only (England, Scotland and Wales) and persons resident in Northern Ireland are not eligible to enter People's Postcode Lottery. In the case of "Special Rollover Draws", in the event that they are open to players from outside Great Britain, all valid postcodes for which Tickets have been bought outside Great Britain shall be eligible to participate in that "Special Rollover Draw".
- **3.2** The following persons may enter People's Postcode Lottery:

- 3.2.1 Any natural person aged 16 years or over
- **3.2.2** Any corporate body incorporated and with a registered office address in Great Britain
- 3.2.3 Who, in either case, has a bank account which supports Direct Debit payments or access to Credit or Debit Card facilities, PayPal or other payment providers which can be used to make payments on a recurrent basis and which are stated on the Website to be accepted.
- 3.3 The following persons shall only be permitted to enter People's Postcode Lottery on the condition that any individual prize with a value of more than £5,000 shall be donated to the relevant Promoting Society:
 - **3.3.1**The directors and employees who constitute PPL's management team; and
 - **3.3.2** The trustees of any Promoting Society which has engaged PPL to operate Draws on its behalf.
- 3.4 Each Player agrees to be bound by the Rules, any applicable provisions of the Act and any relevant regulations made there under from time to time. PPL shall 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 if such Player has not complied with the Rules. The Rules may be amended by PPL from time to time. Any amended Rules will be published on the Website at least 28 days in advance of taking effect.
- 3.5 PPL recognises that, while subscriptionbased society lotteries offer the lowest risk of problem gambling, individuals may wish to self-exclude themselves from participation in People's Postcode Lottery. As such, we offer a self-exclusion process. To self-exclude please email info@postcodelottery.co.uk with 'self-exclusion' in the title, and include all contact details (email, postal

address, phone number(s)) or call our customer experience team on 0808-10-9-8-7-6-5. The minimum period of self-exclusion is 6 (six) months and not more than 12 (twelve) months. If a player chooses to return to play, a 24-hour cooling off period will be implemented before their subscriptions becomes active. Self-exclusion is activated immediately and a maximum £10 will be refunded per monthly subscription (£2 per draw) for any future draws.

4. HOW TO PLAY PEOPLE'S POSTCODE LOTTERY

4.1 Tickets will normally cost £2 per Draw with 5 (five) Draws per month and are sold on a monthly subscription basis to enter the Draws operated by one or more Promoting Societies at a monthly cost of £10 per Ticket entered in each Draw. Players may choose to pay an equivalent amount in Euros as specified in Rule 4.11. In the case of any Draws which are open to Players outside Great Britain, the price per Ticket may be that which, as reasonably determined by PPL, approximates to the equivalent, in pounds sterling, of one Euro. Details will be published on the Website. The price payable per Ticket for each individual Draw shall always be the same for every playing ticket.

4.2 Tickets purchased by Players shall be entered into the next round of monthly Draws occurring following the monthly collection of payments. Players' collected payments will be placed into an Client Call account and used to purchase Tickets in 5 (five) Draws over the subsequent month. Tickets purchased will specify a unique Ticket Number specific to the individual ticket.

4.3 A limited number of different combinations of the 3 (three) digit number referred to in Rule 4.2 is available for each postcode. If all of the available combinations for a Player's nominated postcode have

already been allocated to other persons at the time of the Application or Ticket purchase, PPL will specify an alternative postcode randomly selected by PPL in the confirmation.

4.4 Prospective Players can apply for registration by completing an Application. This can be via a number of channels including the Website, telephone, coupons published in certain newspapers and magazines or communicated via direct mailings or by other methods which may be made available by PPL from time to time. In each event, the Application constitutes the applicant's authorisation of PPL to collect payment for 5 (five) Draws in advance, but never more than the number of Draws occurring in the following month, from the applicant's designated bank, Debit Card, Credit Card or PayPal account as applicable until this authorisation is revoked. The collected payment will be placed into an Client Call account, and payments for chances in individual Draws will be taken from the nominated account on a monthly basis.

- **4.5** The Application will require prospective Players to provide at least the following information:
 - **4.5.1** The number of Tickets to be purchased for each Draw:
 - 4.5.2 The Player's name, full address, postcode, telephone number, date of birth and email address. The full address specified must be the Player's main residence and must include a valid GB postcode. A Player can play with an alternative postcode provided their active contact details are provided; and
 - 4.5.3 The Player's bank or building society details together with an instruction to such bank or building society to pay the Subscription by Direct Debit. Alternatively Players who wish to choose

the option to pay by Credit or Debit Card or PayPal via the website must provide valid Credit or Debit Card details

4.6 The Direct Debit Guarantee applies to all Direct Debit arrangements set up by Players. Any Player can cancel by contacting PPL directly or if playing by Direct Debit, at any time by writing to their bank or building society, or.

4.7 PPL shall be entitled to verify the above information in order to process the Application, including conducting checks with the bank or building society specified in the Application to ensure that the Direct Debit instruction has been duly authorised. PPL may refuse to accept an Application for any reason.

4.8 Following acceptance of an Application, PPL will issue the Player an "Advance Notice Letter or email" confirming the setup of a Subscription. The confirmation will specify the name of the Promoting Societies. It will also specify the Ticket Number for each Ticket purchased.

4.9 IMPORTANT: The Advance Notice Letter and email, if online registration is completed, will contain a Player's Ticket Number. This Ticket Number should be checked carefully to ensure the included postcode is that which the Player has stated they wish to play. Should this be incorrect, or should the Player wish to change their designated playing postcode (for example where moving house), the Player shall be responsible for contacting PPL, by phone or in writing, to advise of this change. Any such change shall only take effect when confirmed in writing by PPL. PPL accepts no liability for prizes lost as a result of a Player not complying with the above process.

4.10 Players who discover an error in the information included in an Application or the confirmation, or

any discrepancy between the Ticket Number shown on the confirmation and that which appears on the Player's bank statement can correct this by notifying PPL by email or in writing to the address set out in the Contact Address section below. PPL will make the required correction as soon as reasonably possible but shall 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 until such correction has been made. Any correction notified to PPL will only become effective once PPI has made the correction. Where the error relates to the Ticket Number(s) allocated to a Player. the corrected Ticket Number(s) shall only be valid in respect of the Draws in which the corrected Ticket Number(s) are included.

4.12 Subject to Rule 4.3, the Ticket Number shall comprise:

4.12.1 The Player's nominated postcode, and

4.12.2 A random 3 (three) digit unique number generated by PPL in order to ensure tickets within the same postcode are identifiable to a player.

5. PAYMENT

5.1 Payments for Tickets can only be made by Players in advance by Direct Debit or by Credit or Debit card or by PayPal. Payments for Direct Debit, debit card and credit card are accepted via the Website or telephone. PayPal transactions can only be made directly by the player using the Website.

5.2 The Advance Notice Letter or email sent to Players will contain a Calendar of Direct Debit collection dates, ticket price, Draw dates and details of the promoting societies. It is the Player's responsibility to ensure that there are sufficient funds in the nominated bank account (or available on any Credit or Debit card) on

the relevant date. If this is not the case the bank may impose a penalty charge for the collection. The first Direct Debit will occur prior to the date of the first Draw, in which the Player's Ticket(s) participate. By taking out a Subscription, a Player authorises PPL to collect payment in advance instalments of 5 (five) Draws per Monthly Subscription (i.e. the number of playing rounds in the following month), from the designated bank account or Credit or Debit card account or PayPal as applicable until this authority is revoked, subject to a maximum monthly payment of the equivalent value of one month's Tickets plus any handling fees. Players who wish to pay for Tickets via Credit or Debit card or PayPal shall incur a handling fee of up to 35p per transaction to cover transaction costs. PPL is not responsible for additional transaction. charges imposed onto players from card issuers.

5.3 PPL shall have no liability for any loss or damage to subscription coupons or other written entries (including loss of mail), which may result in a Player losing the opportunity to participate in a Draw.

5.4 No Ticket Number(s) will be entered into a Draw unless PPL has received all amounts payable for the Ticket(s) relating to such Ticket Number(s) at least 24 hours prior to the date of the relevant Draw.

5.5 If there is a dispute regarding whether Ticket(s) have been paid for, or when such payments were made, such dispute shall be resolved by reference to the payment details included in an official statement from the bank or building society or debit/credit card operator or PayPal operator from which payments are taken

6. CHANGES TO SUBSCRIPTION DETAILS AND CANCELLATIONS

6.1 Subscriptions may be cancelled at any time giving

PPL notice by contacting the Customer Experience team on 0808-10-9-8-7-6-5. Termination will take effect immediately although any Player Funds held for scheduled Draws at the point of termination are non-refundable and will be applied to purchase of Tickets. When PPL has received this notice:

6.1.1 It will cancel future Direct Debit payments from the Player's bank or building society account; and cancel future collections from Credit/Debit Cards or PayPal accounts.

6.1.2 No refund is possible in the case of payments already made for draws already entered into unless a self-exclusion is being activated

6.2 Any change to the details provided in an Application should be notified to PPL by email or in writing to the contact details set out below. Any Player who wishes to change the bank or building society specified in an Application must complete a new Direct Debit instruction. Further information about how to do this is available from PPL upon request.

6.3 If the playing address specified in an Application changes, a Player may request (by email or in writing to the relevant address set out below) replacement Ticket Number(s) from PPL incorporating a new nominated postcode. If all the available 3 (three) digit unique number combinations for the new nominated postcode (see Rule 4.3) have already been allocated to other persons, the Player's existing Ticket Number(s) will continue to apply.

7. DRAWS & PRIZES

7.1 Prior to the date of each Draw, PPL shall publish a Draw Calendar on the Website providing Players with the following information:

- 7.1.1 The date on which the 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.
- 7.2 In each Draw, the winning Ticket Number(s) will be selected at random by a computerised Draw engine, which is annually certified by NMI.
- 7.3 Each Draw shall be conducted by the Designated Officer in the presence of an independent adjudicator. The Designated Officer and the independent adjudicator shall record the winning Ticket Number(s) and document the information.
- 7.4 If the Designated Officer or the independent adjudicator observes or suspects any irregularity or failure in the procedure then the Draw shall be declared null and void and a new Draw shall take place.
- 7.5 Only those Ticket Numbers for which payment has been received are eligible to take part in the relevant Draw. In the event of an error in announcement of winning Ticket Numbers the Designated Officer shall be responsible for confirming the correct Ticket Numbers.
- **7.6** The Designated Officer shall determine the sequence of the prizes being drawn.
- 7.7 The results of each valid Draw, being the winning Postcode(s), will be published on the Website on a daily basis and may also be publicised in any other manner determined by PPL from time to time. 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 identity of each prize awarded to the winning Players. All winners of

- cash and other prizes of £1,000 or more will be notified accordingly by PPL.
- 7.8 The results of any Draw published on the Website or in any other source shall be for information purposes only and prizes shall only be awarded to the winning Ticket Number(s) recorded by the Designated Officer and the independent witness under Rule 7.3.
 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 Ticket Number(s) and has fully complied with the Rules:
 - **7.9.2** All amounts due for the Tickets associated with the winning Ticket Number(s) have been paid. 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).
- **7.10** 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 years old.
- 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 person under a legal or other disability expressly with the Power of Attorney.
- 7.12 Prize monies shall be paid out as follows:
 - **7.12.1** winners of prizes less than £1,000 will be paid directly into playing accounts and may not be contacted to notify of their win in advance;
 - 7.12.2 winners of prizes of £1,000 or more shall be contacted by PPL's Customer Experience Team to advise of prize amount and make arrangements for payment and the steps below shall be taken unless otherwise agreed with the Player at that stage;

7.12.3 for Players who pay by Direct Debit, the prize money shall be paid into the bank or building society specified on the Player's Application (or any new bank or building society account notified in accordance with Rule 6.2 provided that such notification was received by PPL in sufficient time);

7.12.4 for Players who pay by Credit or Debit Card or by PayPal, PPL will pay winnings under £1,000 to the playing account. For winnings above £1,000, PPL will contact to arrange alternative payment as limitations are imposed by certain service providers on accepting credit payments.

7.13 While PPL shall use its best endeavours to identify and pay prizes to 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 date of the relevant Draw, shall be void and shall instead be donated by PPL to the society or societies associated with the relevant Draw. PPL shall have no liability for any loss or damage suffered in relation to a failure to claim a prize in accordance with this Rule 7.13.

7.14 Either prior to the relevant Draw or afterwards, PPL may elect (in its absolute discretion) subject to complying with these Rules to:

7.14.1 Allocate more than 1 (one) prize to a winning Ticket Number;

7.14.2 Allocate an enhanced prize to a winning Ticket Number (based on the length of the relevant Subscription or any other basis lawfully determined by PPL from time to time); and/ or 7.14.3 Offer a Player with a winning Ticket Number the chance to participate in a skill game. Such chance may include the participation in a TV

guiz or TV game show.

7.15 Winners of non-cash prizes are not entitled to a cash equivalent.

7.16 PPL shall announce the winning postcodes and the prizes which have been won each month as it sees fit by publication via selected media, press and on its website.

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.

8. PRIVACY

8.1 Players agree that by making an Application, PPL may process their personal data for the purposes and in the manner described in the privacy policy posted on the Website

9. LIABILITY

9.1 Subject to Rule 9.3, neither PPL nor any of the Promoting Societies operating any Draws from time to time shall be liable to a Player for any loss or damage suffered by a Player arising from:

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

9.1.2 Any delays or failures in any system used by PPL or a Player 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 Number(s); or

9.1.4 Any delays or failures in the banking system used to transmit payments between PPL and a Player (or vice versa); or

- 9.1.5 Any refusal by PPL to accept an Application or the termination by PPL of an existing Subscription; or
- **9.1.6** The selection of alternative postcode(s) under Rule 4.3: or
- **9.1.7** Any event beyond the reasonable control of PPI
- **9.2** Subject to Rule 9.3, neither PPL nor any of the Promoting Societies operating any Draws from time to time shall be liable to any Player in contract, tort, negligence or otherwise for any indirect or consequential loss suffered by a Player in relation to participation in People's Postcode Lottery (including any loss of an opportunity to enter People's Postcode Lottery and/or the chance of winning a prize).
- 9.3 Nothing in these Rules shall operate to exclude or restrict the liability of PPL or any of the societies participating in People's Postcode Lottery 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;
 - 9.3.3 Fraud

10. COMPLAINTS

10.1 PPL complaints procedure aims to ensure that any given issue a player may have regarding the lottery is dealt with promptly and in confidence. PPL handles all complaints in accordance with this procedure. PPL complaints procedure is without prejudice to players' legal rights. For non-players, complaints must be submitted in writing to Customer Experience, People's Postcode Lottery, 76 George Street, Edinburgh EH2 3BU, and is not privileged to the procedure below. Any complaints relating to PPL

or any Draw should be by phone, email or writing. It is necessary to make any complaint relating to a particular Draw within 3 (three) months after the relevant Draw date and records of complaints will be kept by PPL for 3 (three) years.

10.2 The complaints procedure consists of 4 (four) stages which are as follows:

- 10.2.1 Stage 1—Acknowledgement & Resolution: PPL handles any complaint immediately which will be formally recorded by PPL as soon as possible. PPL aims to respond to complaints within 5 (five) working days.
- **10.2.2** Stage 2—Investigation: If the complaint is not resolved at the initial stage, the handler will escalate the complaint to senior management.
- 10.2.3 Stage 3—Outcome & Actions Taken: A senior staff member will investigate and respond to the complainer advising of the outcome of the complaint and any action taken as a result of the investigation. If unresolved, the complaint is referred to the Managing Director of People's Postcode Lottery and the relevant Society Licence Operator.
- 10.2.4 Stage 4—Alternative Dispute Resolution:

 If the resolution of the complaint is not satisfactory at Stage 3, the complainer can require that PPL submit to mediation with Lindsays (Tel: 01382 224112 or www.lindsays.co.uk) to resolve the dispute for which both parties are required to participate which provides a mediation process that can be followed at no cost to the complainer. The mediator will report on the outcome of the dispute to the Gambling Commission and PPL will abide by the mediator's decision or recommendations.

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 shall 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 here

13. INSOLVENCY

13.1 PPL has implemented measures to ensure that Player Funds are held in a separate fully protected Client Call bank account which is separate from PPLs 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.

14. GLOSSARY

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

"Act" The Gambling Act 2005, as amended from time to time; "Advance Notice Letter/email" as defined in Rule 4.8:

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

"Draw"The process by which winning Ticket Number(s) are selected by PPL in lotteries promoted by Promoting Societies, as described further in Rule 7;

"Designated Officer" is the PPL employee designated to conduct Draws:

"Gambling Commission" The Gambling Commission as established under the Act:

"Millions Point" Points credited to a Player for the

purposes of determining a share of a prize awarded in a "Special Rollover Draw" over £1 million or over, referenced as "Postcode Millions" or similar as set out in Rule 2.6 — these may be branded "Millions Points" or otherwise by PPL from time to time;

"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 Gambling Act 2005;

"Player" means each person who holds a Ticket or Tickets;

"Player Funds" any amounts held to a Player's credit including monies collected but not applied to the purchase of Tickets in an upcoming month, 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;

"PPL" Postcode Lottery Limited;

"Promoting Societies" means those societies and charities on whose behalf lotteries forming part of People's Postcode Lottery are managed and promoted as listed on the Website from time to time and being initially as set out in Rule 1.2;

"Monthly Subscription" A subscription to be entered into five draws

"Rules" The rules of People's Postcode Lottery set out below, as amended by PPL from time to time;

"Special Rollover Draw" as defined in Rule 2.5;

"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 shall continue on a rolling basis until terminated by a Player or PPL;

"Ticket" The paid-up entitlement to be entered into Draws in a lottery in accordance with the Rules;

"Ticket Number" The number which uniquely identifies

a Ticket, and which is entered into each relevant Draw, as described further in Rules 4.7, 4.8 and 4.12