

## RULES OF THE PEOPLE'S POSTCODE LOTTERY

### 1. Player Agreement

- 1.1 The People's Postcode Lottery will be operated as a series of subscription based Society Lotteries under the Gambling Act 2005 (each or all of which as the context requires being referred to as the "People's Postcode Lottery").
- 1.2 The People's Postcode Lottery is managed by Postcode Lottery Limited ("PPL"), 37 Sheen Road, Richmond, Surrey TW9 1AJ acting as External Lottery Manager ("ELM") (certificate number nr 829-N-102511-001 and 829-R-102513-001) for the Participating Charities.
- 1.3 The People's Postcode Lottery is currently run (as at 1 December 2008) in support of the Participating Charities mentioned below:
- 1.3.1 Children North East. 89 Denhill Park, Newcastle upon Tyne, NE15 6QE. Registered Charity No. 222041
- 1.3.2 Northumberland Wildlife Trust. St Nicholas Park, Gosforth Newcastle upon Tyne, Tyne and Wear, NE3 3XT. Registered Charity No. 221819
- 1.3.3 Yorkshire Wildlife Trust 1 St George's Place, York, YO24 1GN. Registered Charity No. 210807
- 1.3.4 Yorkshire Dales Millennium Trust, Old Post Office, Main Street, Clapham LA2 8DP. Registered Charity No. 1061687
- 1.3.5 Daisy Chain Respite Care and Family Support Centre, Calf Fallow Farm, Norton, Stockton-on-Tees.TS201PF. Registered Charity No. 1109792
- 1.3.6 Missing People, 284 Upper Richmond Road West, London SW14 7JE. Registered Charity No. 1020419.
- 1.4 4 or 5 Draws will be held each month, depending on the number of weeks in that month. Winners are announced on a weekly basis. The schedule of Draws which benefit a specific Participating Charity will be published on the Website from time to time.

### 2. Prizeplan

- 2 45% of the proceeds of the People's Postcode Lottery shall be paid out as prizes as set out in the provisions of this Rule 2.
- 2.1 Every Subscriber with one or more Tickets in the winning postcode and winning postcode sector will win a prize. Winners with more than one Ticket win more than one prize if their postcode is drawn. As set out in Rule 3.2, certain classes of person connected with PPL may only claim a prize up to a limit of £5,000.
- 2.2 Only current active Subscribers shall be eligible to receive a prize in any Draw.
- 2.3 In accordance with the Gambling Act 2005, no individual ticket shall be entitled to a prize in excess of 10% of the proceeds of the People's Postcode Lottery (i.e. 10% of the proceeds collected in the month during which the Draw takes place).
- 2.4 A weekly "Postcode Street Prize" of £25,000 and cash prizes for the "Postcode Sector Prize" winners will be awarded each week other than for a week where a "Postcode Jumbo" draw is being made (see rule 2.5). The Street Prize shall be shared among all tickets in the winning postcode. The Sector prize shall be shared among all tickets in the winning postcode sector (e.g. if the winning postcode is NE15 6QE all NE15 6\*\* postcodes in the Draw shall receive a share). An equal share per ticket will be paid out.
- 2.5 Three times per year, a Draw shall be made for a special roll over prize (the "Postcode Jumbo"). The Jumbo is built up from the balance of the unallocated prize funds among the current active Subscribers at

- the relevant time. Prizes for that Draw shall be awarded as follows:
- 2.5.1 Having regard to Rule 2.3, as much as possible of the first 60% the prize fund shall be shared out among all Tickets in the winning postcode. All Tickets in the Postcode Sector shall share the remainder of the prize fund, i.e. at least 40%. The share per Ticket of the Prize fund shall be weighted by reference to the number of Jumbo points a Ticket has accrued depending on the weeks that the Ticket plays as set out in Rule 2.6.
  - 2.5.2 If, by reason of Rule 2.3, 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 on the same basis as is set out in Rule 2.3. If there remain any unallocated prize funds at that point they will be divided equally among all Tickets in the winning postal district. Again shares of prizes shall be weighted by reference to the number of Jumbo points a Ticket has accrued as set out in Rule 2.6.

2.6

#### **Jumbo Points**

One Jumbo point is allocated to each Ticket for each Draw in which that ticket has participated since the previous Jumbo Draw. So, for example, a Ticket with 8 accrued Jumbo points will receive twice as large a share of the prize as a Ticket with 4 Jumbo points. If a Subscription is cancelled and then re-activated in any period between two Jumbo Draws then any Jumbo points acquired prior to cancellation shall still be counted. When a Subscriber moves to a new postcode and acquires a new Ticket number, the Jumbo points will be transferred to the new Ticket.

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### **3. WHO MAY ENTER THE PEOPLE'S POSTCODE LOTTERY**

- 3.1 The People's Postcode Lottery will be played on a national basis comprising all English postcodes for which Tickets have been bought. All valid postcodes belonging to England may participate in a specific Draw. The following persons may enter the People's Postcode Lottery:
  - 3.1.1 any natural person over the age of 16 years; and
  - 3.1.2 any corporate body incorporated and with a registered office address in England, who, in either case, has a bank account which supports direct debit payments or access to credit or debit card facilities which can be used to make payments on a recurrent basis.
- 3.2 The following persons shall only be permitted to enter the People's Postcode Lottery on the condition that any individual prize with a value of more than £5000 shall (at their option) either be donated to PPL for inclusion in the prize fund for subsequent Draws or donated to one of the Participating Charities then benefiting from the People's Postcode Lottery:
  - 3.2.1 The directors and employees who constitute PPL's management team;
  - 3.2.2 The trustees of the societies participating in the People's Postcode Lottery from time to time; and
  - 3.2.3 The directors and senior employees of certain key contractors and suppliers who are involved in the supply of goods and services to PPL (where notified by PPL in writing from time to time).
- 3.3 By purchasing a Subscription to the People's Postcode Lottery or by claiming a prize in connection with the People's Postcode Lottery, you agree 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 the People's Postcode Lottery and/or the right to receive a prize) suffered by you if you have not complied with the Rules. The Rules may be amended by PPL from time to

- 3.4 time. Any amended Rules will be published on the Website 28 days in advance of taking effect. Following acceptance of an Application, PPL will send you an Advance Notice Letter confirming the set up of your subscription by email or post. The confirmation will specify the name(s) of the charities benefiting from the lottery. It will also specify the Ticket Number for each Ticket you have purchased. Subject to Rule 3.5, the Ticket Number shall comprise:

#### 4. HOW TO REGISTER FOR THE PEOPLE'S POSTCODE LOTTERY

- 4.1 You can only enter the People's Postcode Lottery by registering with PPL for a Subscription.
- 4.2 You can apply for registration by completing an Application. This can be done via the Website, over the telephone, by using the coupons published in certain newspapers, 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 your authorisation of PPL to collect payment for 4 (four) or 5 (five) Draws in advance, but never more than the playing rounds in the following month, from your designated bank account or debit or credit card account as applicable until this authorisation is revoked. The collected payment will be placed into an intermediate holding account, and payments for chances in individual Draws will be taken from your account on a weekly basis. The Application will require you to provide at least the following information:
- 4.2.1 The number of Tickets you wish to purchase;
- 4.2.2 Your name, full address, postcode, telephone number, date of birth and (where applicable) email address. The full address specified must be your main residence in England (or, for corporate bodies, the registered office) and must include your postcode.
- 4.2.3 Your bank or building society details together with an instruction to such bank or building society to pay the Subscription by Direct Debit. Alternatively if you choose the option to pay by credit or debit card via the website you provide your credit or debit card details.
- 4.2.4 The Direct Debit Guarantee applies to all Direct Debit arrangements set up by you. You can cancel a Direct Debit at any time by writing to your bank or building society. Please also send a copy of your letter to us at the Postcode Lottery Ltd.
- 4.3 PPL shall be entitled to take steps necessary to verify the above information and 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 (in its absolute discretion) refuse to accept an Application for any reason.
- 4.4 Following acceptance of an Application, PPL will send you an "**Advance Notice Letter**" confirming the set up of your Subscription by email or post. The confirmation will specify the name and address of the Participating Charities. It will also specify the Ticket Number for each Ticket you have purchased. Subject to Rule 4.5, the Ticket Number shall comprise:
- 4.4.1 Your postcode; and
- 4.4.2 A random three digit unique number generated by PPL.
- 4.5 A maximum of 499 different combinations of the three digit number referred to in Rule. 4.5.2 is available for each postcode. If all of the available combinations for your postcode have already been allocated to other persons prior to acceptance of your Application, PPL will specify an alternative English postcode randomly

- selected by PPL and your individual Ticket Number(s) in the confirmation. This procedure shall also apply in cases of Applications which do not have a registered English postal address.
- 4.6 **IMPORTANT:** Although your Advance Notice Letter will contain your Ticket Number, this Ticket Number will be confirmed definitively on your bank statement each month as part of your bank or building society's confirmation of the direct debit to PPL. The Advance Notice Letter in combination with your bank statement form proof of your participation in Draws. It is important that you check your Ticket Number on your bank statement, as this is the only form of proof which PPL can accept of your Ticket Number and that you have paid for a Ticket in a particular Draw in the event of any query or dispute.
- 4.7 If you discover an error in the information included in your Application or the confirmation, or there is a discrepancy between the Ticket Number shown on your confirmation and that which appears on your bank statement you 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 the People's Postcode Lottery and/or the right to receive a prize) suffered by you until such correction has been made. Any correction notified to PPL will only become effective once PPL has made the correction. Where the error relates to the Ticket Number(s) allocated to you, the corrected Ticket Number(s) shall only be valid in respect of the Draws in which the corrected Ticket Number(s) are included.

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## **5. Payment**

- 5.1 Payments for Tickets may only be made in advance by direct debit. Alternatively you may opt for payment by debit or credit card when you sign up via the Website.
- 5.2 The price for each Ticket is just £2 per week.
- 5.3 The Advance Notice Letter will contain a Calendar of direct debit collection dates and Draw dates. It is your responsibility to ensure that there are sufficient funds in your bank account (or available on any debit or credit card) on the relevant date and you should note that if this is not the case your bank may impose a penalty charge for the collection. The first direct debit will occur approximately 14 days prior to the date of the first Draw, in which your Ticket(s) participate. You authorise PPL to collect payment in advance instalments of either 4 (four) or 5 (five) Draws (i.e. the number of playing rounds in the following month), from the designated bank account or debit or credit card account as applicable until this authority is revoked. PPL shall have no liability for any loss or damage of your subscription coupons or other written entries (including loss of mail), which may have prevented you of the opportunity to enter the People's Postcode Lottery.
- 5.4 You may cancel your Subscription at any time giving PPL 28 days' notice in writing to the relevant address set out below (or via any other methods specified by PPL from time to time). When PPL has received this notice:
- 5.4.1 It will cancel future direct debit payments from your bank or building society account; and
- 5.4.2 If any amounts are debited from your bank or building society account prior to such cancellation taking effect, but which have not been used to pay for Tickets in future Draws of the same month, they will be

refunded to you, save that no refund is possible in the case of payments already made by credit or debit card and in such a case your Ticket will be entered into the relevant Draws. tr>

5.5

Your Ticket Number(s) will not 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. 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 from which you have specified that your direct debit payments should be taken.

## **6. CHANGES TO SUBSCRIPTION DETAILS**

6.1

Any change to the details provided in your Application should be notified to PPL by email or in writing to the relevant address set out 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.

6.2

If the postal address specified in your Application changes, you may request (by email or in writing to the relevant address set out below) replacement Ticket Number(s) from PPL incorporating your new postcode. If all the available three digit unique number combinations for your new postcode (see Rule 4.5) have already been allocated to other persons, your existing Ticket Number(s) will continue to apply. Jumbo points earned under a Ticket registered at one address may be carried forward to a subsequent address.

## **7. Draws & Prizes**

7.1

Prior to the date of each Draw, PPL shall inform you by sending the Draw calendar and by publishing on the Website

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 Participating Charities which will benefit from the Draw.

7.2

In each Draw, the winning Ticket Number(s) will be selected at random by a computer program, which is annually certified by NMI Certin and approved by the Gambling Commission.

7.3

Each Draw shall be conducted by the Designated Officer in the presence of an independent solicitor. The Designated Officer and the independent witnessing solicitor shall record the winning Ticket Number(s) in writing.

7.4

The Designated Officer is entitled to declare the drawing ceremony null and void if he observes or suspects any irregularity or failure in the procedure and to order a new drawing ceremony.

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 determines 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 and at ITV Teletext page 180 on a weekly 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 of each prize awarded to the winning Subscribers. All winners of cash and other prizes will be notified accordingly by PPL by post and email when available.
- 7.8 PPL may require proof of age to be produced before paying out any prize.
- 7.9 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.
- 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
- 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.
- 7.12 If you win a cash prize, the relevant sum will be paid into the bank or building society account specified on your Application (unless you have notified PPL of a new bank or building society account in accordance with Rule 6, in which case, provided that such notification was received by PPL in sufficient time, PPL shall pay the prize money into your new account). If you paid by credit or debit card your prize may be paid out to your card.
- 7.13 If you do not receive your cash prize within 28 working days after the relevant Draw, you should contact PPL by email or writing to the relevant address set out below as soon as possible. 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 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 by you 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 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 Subscriber with a winning Ticket Number the chance to participate in a skill game. Such chance may include the participation in a TV quiz or TV game show.
- 7.15 Winners of non-cash prizes are not entitled to a cash equivalent. tr>
- 7.16 The People's Postcode Lottery 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.

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## **8. Privacy**

- 8.1 You agree that by making an Application, PPL may process personal data about you for the purposes and in the manner described in the privacy policy posted on the Website from time to time.

## **9. Liability**

Subject to Rule 9.3, neither PPL nor any of the societies participating in the People's Postcode Lottery from time to time shall 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;
- 9.1.2 Any delays or failures in any system used by PPL or you to transmit emails to the other;
- 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);
- 9.1.4 Any delays or failures in the banking system used to transmit payments between PPL and you (or vice versa);
- 9.1.5 Any refusal by PPL to accept an Application or the termination by PPL of an existing Subscription;
- 9.1.6 The selection of alternative postcode(s) under Rule 4.5;
- 9.1.7 Any event beyond the reasonable control of PPL.

9.2 Subject to Rule 9.3, Neither PPL nor any of the societies participating in the People's Postcode Lottery from time to time shall be liable to you in contract, tort, negligence or otherwise for any indirect or consequential loss suffered by you in relation to your participation in the People's Postcode Lottery (including any loss of an opportunity to enter the 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 the 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; or
- 9.3.3 Fraud.

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## 10. Complaints

10.1 Any complaints relating to the People's Postcode Lottery should be sent by email or letter to the relevant address below giving full details of the complaint and supporting documentation if applicable. Any complaint relating to a particular Draw should be made within 3 (three) months after the date of such Draw.

Complaints or prize claims 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.

10.2 All complaints and disputes will be referred to PPL's disputes committee, who shall investigate the complaint and/ or dispute reasonably and in good faith subject to which their decision shall be final and binding in relation to all matters concerning the People's Postcode Lottery, including the validity of any Subscription or Ticket and the awarding of any prize.

10.3 If the dispute is not resolved to your satisfaction, Tods Murray LLP are willing to act as an independent mediator to seek to resolve any dispute as an alternative to litigation.

## 11. Law

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

## 12. Contact Addresses

Comments, questions or complaints should be sent to the following address:

Email info@postcodelottery.co.uk  
Post Customer Care Centre  
The Courtyard  
37 Sheen Road  
Richmond, Surrey TW9 1AJ

### 13. GLOSSARY

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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"** as defined in Rule 4.4;

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

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

**"Designated Officer"** The PPL employee designated from time to time to conduct Draws;

**"Gambling Commission"** The Gambling Commission as established under the Act;

**"Participating Charities"** means those societies and charities on whose behalf lotteries forming part of the People's Postcode Lottery are promoted as listed on the Website from time to time and being initially as set out in Rule 1.3;

**"PPL"** People's Postcode Lottery.

**"Postcode Jumbo"** as defined in Rule 2;

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

**"Subscriber"** A person whose Application has been accepted by PPL;

**"Subscription"** An entitlement to enter one or more Draws in the People's Postcode Lottery, which shall continue on a rolling basis until terminated by you or PPL;

**"Ticket"** The entitlement for your Ticket Number to be entered into Draws in a lottery during the period of your Subscription in accordance with the Rules;

**"Ticket Number"** The number which uniquely identifies your Ticket, as confirmed on your bank statement, and which is entered into each relevant Draw, as described further in Rule 3; and

**"Website"** The website accessible at [www.postcodelottery.com](http://www.postcodelottery.com) for Scotland or [www.postcodelottery.co.uk](http://www.postcodelottery.co.uk) for England.