



## Terms & Conditions

June 2025



## SCOTTISH CHILDREN'S LOTTERY RULES MARCH 2025

1.1. The terms and conditions below shall be effective from 2 June 2025 and supersede any previous versions. They set out the rules for each of the Lottery Draws and any related promotions, collectively known as the "Scottish Children's Lottery" or "Lottery". All entries into, and participation in, the Scottish Children's Lottery are governed by these terms and conditions.

1.2. The Scottish Children's Lottery supports the Scottish Charitable Incorporated Organisation (SCIO) Scottish Children's Lottery Trust (registered number SC046177) through a society lottery licence. ("the Charity"). The Charity is regulated by the Office of the Scottish Charity Regulator ("OSCR").

1.3. The Charity has appointed MBC ELM Limited (registered number SC513712)("us") to promote and manage its Lottery. We are regulated and licensed as an external lottery manager by the UK's Gambling Commission ([www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk)) with licence number: 045374-R-324694-009 and 045374-N-329306-003. Our address for correspondence is MBC ELM Limited, 147 Bath Street, Glasgow, G2 4SN. Our Gambling Commission Account Number is 45374.

1.4. The Charity will donate at least 20% of ticket sales for its Lottery to Good Causes connected to its own purposes.

1.5. The Charity is licensed by the UK's Gambling Commission to operate their society Lottery under the Gambling Act 2005. The Charity is an independent organisation, and you can read more about it and the Good Causes it supports on our websites: [www.scottishchildrenslottery.com/goodcauses](http://www.scottishchildrenslottery.com/goodcauses). The Charity decides for itself which Good Causes to donate money to from its Lottery ticket sales.

1.6. We will post the current terms and conditions on our websites, along with the rules or conditions applicable to entry for the Lottery, Raffle, Always In and other promotions (subject to specific promotional terms and conditions).

1.7. We may change these terms and conditions from time to time. The updated terms and conditions will be published on our websites at least 14 days in advance of the change(s) coming into effect. If you are an online customer, we will notify you via your provided email address at least 14 days in advance of the change(s) coming into effect. By continuing to buy tickets or subscribe, you agree to be bound by these rules. Your rights as a customer if you do not wish to agree to new terms and conditions are detailed in 8.2

## 2. DEFINITIONS

2.1. Any words within these terms and conditions that start with a capital letter shall have the following meanings:

"Ad-hoc ticket" means a ticket purchased for a specific draw. Entries cost £1.

"Always In" means a subscription product offered by the Scottish Children's Lottery. The price of each subscription is £10.50 and includes one entry every Monday and Thursday, entry into each Monthly Draw and the Annual Draw.

"Annual Draw" means the draw that takes place on the third Saturday of December. Entries cost £2. The result of the Annual Draw will be published within 1 week of the draw taking place.

"Ball Machine" means the ball machine that we may use for the Lottery Draw, as described in clause 9.11;

"Bank Holiday" means a day when banks in England or Scotland are generally closed for business;

"Bonus Ball" means the number drawn in addition to the 5 (five) Main Numbers;

"Certified RNG" is a Random Number Generator (RNG) that may be used to generate the winning numbers for the Lottery draw. Our RNG was certified to be generating outputs that are random, unpredictable and not reproducible.

"Charity" means a Scottish Charitable Incorporated Organisation (SCIO) licensed and regulated by the Office of the Scottish Charity Regulator ("OSCR"). They are also licensed by the UK's Gambling Commission to operate and promote a society lottery under the brand name Scottish Children's Lottery;

"Computer System" means the software and infrastructure we use to operate the Lottery;

"Direct Debit" means a recurring, scheduled payment from your Registered Payment Method for entry into multiple draws;

"Direct Debit Guarantee Scheme" means the scheme operated by banks and building societies, that protects you in the rare event that there is an error in the payment of your Direct Debit;

"Draw Lockdown" refers to the time at which it is no longer possible to buy a Ticket for that Lottery Draw.

"Excluded Person" means a person who does not meet the eligibility criteria set out in clause 3 and who falls within any of the categories set out in clauses 5 and 11,



together with such other persons (or category of persons) as we, a relevant Charity and/or the Gambling Commission may specify or agree from time to time;

“Free Ticket” means a free Ticket that we may offer to Players during a promotion from time to time when the terms of the promotion is met (for example, buy £x worth of Tickets and get a free Line);

“Funds” means the value of the money held in your online Player Account that is available to use to purchase a Ticket;

“Good Causes” means charities that support children in Scotland;

“Jackpot” or “Jackpot Prize” means the top prize in any Lottery;

“Line” means each individual selection of 5 (five) numbers entered into a Lottery;

“Lottery” means the society lottery operated and promoted by a Charity, and comprising any or all of the following: the Lottery Draw or other lotteries offered from time to time;

“Lottery Draw” means the lottery draws conducted by The Scottish Children’s Lottery;

“Monthly Jackpot Draw” is a draw held on the last Saturday of each month at 10pm for all subscriber customers. Tickets cost £1.50.

“Player” means a person who enters a Lottery and meets the eligibility criteria set out in clause 3 and in the case of a syndicate, means the person who buys the ticket on behalf of the syndicate;

“Player Account” means the online account you set up with us when you register as a Player, and that is described in clause 6;

“Prize” means the prize monies, non-cash prizes, Annual Draw entry prize or Raffle entry prize that you could win in a Lottery, Raffle, or any other competitions we may hold from time to time;

“Prize Capping” means the process that we may use in order to limit the total value of cash Prizes in a single Lottery Draw to £100,000, or that of the total Jackpot Prize pool to £50,000 in a single Lottery Draw when more than one Player has matched the Jackpot Winning Numbers;

“Raffle” refers to any free/bonus raffles (promoted by MBC ELM Limited) that we may hold from time to time;

“Raffle Draw” means the draw that takes place for all eligible Raffle entries;



“Registered Payment Method” means debit card you use to buy an online Ticket, or the bank or building society account held in your name from which you set up a Direct Debit into your online Player Account;

“Subscription Player” means a Player who pays for a Lottery Ticket using a Direct Debit or recurring debit card payment facility on a continuous basis;

“Ticket” means the electronic ticket allocated to a Player by our Computer System that bears the numbers entered into the Lottery for that Player;

“Winning Number” means each of the five numbers between 1(one) and 49 inclusive, drawn at random in the Lottery Draw, before a Bonus Ball is drawn.

In addition,

“us” / “we” / “our” refers to MBC ELM Limited

“you” / “your” refers to a Player.

### **3. WHO CAN PLAY?**

3.1. To enter the Lottery and to be eligible to win a Prize, you:

3.1.1. must be 18 years of age or over (please note that underage gambling is an offence);

3.1.2. must be a resident of Great Britain;

3.1.3. must have a Player Account with us;

3.1.4. must have successfully passed our age and identity verification process as required by law, which may include providing proof that you are aged 18 or over;

3.1.5. must comply with these terms and conditions and any other rules of the Lottery notified by us;

3.1.6. must not be an Excluded Person.

3.2. A syndicate may enter the Lottery. One Player within the syndicate needs to have an online Player Account in order to buy Ticket(s) on behalf of the syndicate. We are not responsible for management of a syndicate. It is the responsibility of each member of a syndicate to ensure that they agree rules for management and operation of the syndicate with the other members. We have



provided a sample syndicate agreement on our website ([www.scottishchildrenslottery.com/syndicates](http://www.scottishchildrenslottery.com/syndicates)) that you may adapt to suit your own needs if you are in a syndicate. If you buy a Ticket on behalf of a syndicate, it is your responsibility (not ours) to ensure no syndicate member is an Excluded Person.

#### **4. CONDITIONS OF ENTRY**

4.1. All entry instructions communicated by us and that are available on our website shall form part of the terms and conditions of a Lottery or Raffle.

4.2. When you buy a Ticket, you acknowledge and agree that:

4.2.1. you will be entered into a Lottery, promoted by the Charity on the date of the Lottery for which the Ticket is valid;

4.2.2. a minimum of 20% of the Ticket price will go towards Good Causes; and

4.2.3. any misrepresentation of fact as to your eligibility, whether intentional or unintentional, will make you an Excluded Person and ineligible to win a Prize.

4.3. You agree to be bound by these terms and conditions, all rules and conditions on our website for entry to a Lottery Draw, Raffle or promotion, any applicable sections of The Gambling Act 2005 and any relevant regulations made under it from time to time. If you have not complied with the relevant rules, terms and conditions, we will not be liable for any loss or damage you suffer. This includes the loss of opportunity to enter a Lottery or Raffle and/or right to receive a Prize.

4.4. We will have sole discretion as to whether to accept any entry to the Lottery and pay out a Prize. We may refuse any entry to the Lottery or withhold any Prize if we have reasonable grounds to believe that any applicable terms and conditions have been breached. In exercising our discretion under this clause 4.4, we will rely on our own logs and records, and our decision will be final and binding.

#### **5. EXCLUDED PERSONS**

5.1. Excluded Persons are not eligible to participate in the Lottery or to receive any Prizes.

5.2. We treat the following persons as Excluded Persons, and therefore, not eligible to participate in the Lottery:

- 1. director, employee or trustee of (i) MBC ELM Ltd., (ii) any SCIO directly associated with MBC ELM Ltd.;
- 2. employees of key contractors or supplier of the Lottery product;
- 3. person involved in the main Lottery Draw;





- 4. immediate family members of group 1. to 3. as listed above living in the same household;
- 5. a self-excluded person as per clause 11;
- 6. any person who does not comply with these T&Cs.

5.3. We reserve the right to exclude any Player from the Lottery when required by any relevant authorities or if we believe, in our sole discretion, that the Player may be using technology to gain an unfair advantage over other Players of the Lottery.

5.4. By participating in the Lottery, you warrant that you are not an Excluded Person.

## 6. ONLINE PLAYER ACCOUNT

6.1. To participate in the Lottery online, you need to have a Player Account. You may apply to set up a Player Account by successfully completing our online registration or by contacting our Customer Service team ([www.scottishchildrenslottery.com/contact-us](http://www.scottishchildrenslottery.com/contact-us)) The security of your Player Account is important to us. It is your responsibility to keep your login details secure. If you suspect or know that someone else has had unauthorised access to your Player Account, you must tell us promptly and change your user ID and/or password. If you forget your password, you must follow the instructions on our website in order to obtain a new password.

6.2. You must tell us your name, date of birth, address, and email address before we can complete the setup of your Player Account.

6.3. Once your Player Account has been successfully set up, you can then proceed to setup your Registered Payment.

6.4. We may contact you in order to perform a manual verification. We will require a copy of one document from each of Group A and Group B below, to be sent to us by email or by post. The same document cannot be used to satisfy requirements from both Group A and B. If you have changed your name recently, you are also required to send us a copy of a document from Group C.



Group A – The following documents can be used as proof of ID and age:

- Current Passport (full copy of photo page)
- Current UK or EEA photocard Driving Licence (excluding provisional licence)
- EEA member state identity card

Group B – The following documents can be used for proof of address:

- Utility bill (gas, electric, satellite television, landline phone bill) issued within the last three months
- Bank / Credit Card statement dated within the last three months
- Current UK Driving Licence (if not used in Group A, and excluding provisional licence)
- EEA member state identity card (if it carries the address, and not used in Group A)

Group C – The following document can be used as Proof of Name Change (in addition to Group A and B, if applicable):

- Marriage Certificate
- Deed Poll letter (change of name)
- Decree Absolute (divorce letter)

You must send us the requested documents to allow us to verify you. If we are not able to successfully verify you, your account will be suspended. We may have to cancel your direct debit subscription(s), refund any ticket purchase and void any winnings.

If we subsequently discover that you were not, or are no longer, eligible to open a Player Account, we reserve the right to suspend or terminate that Player Account.

6.5. You will be able to deposit funds into your player account during the ticket purchase process for the specific purchase of ad-hoc lottery tickets for that transaction. We no longer accept standalone deposits for future lottery play but you can continue to use any historic balance in your account to buy ad-hoc tickets.

6.6. The maximum balance that may be held in your online player account is £100. If you exceed this we will look to return any excess to you.

6.7. We may monitor the value of deposits made to your account. For your own safety and to encourage you to gamble responsibly, we may impose limits on how much you can spend on your account. We will always tell you if you have reached the limit.

6.8. Winnings of over £5 will be automatically sent to your bank account within 14 days. Winnings of under £5 may be credited to your player account and can be



withdrawn by you or used by you to buy more draw tickets. If you cannot log in to your account, all winnings will be directly sent to your bank account within 14 days.

6.9. Payments for tickets and withdrawal requests can only be made via your Registered Payment Method. Minimum deposit and withdrawal limits may apply; please refer to the deposit and withdrawal page for details. If your Registered Payment Method is a jointly owned bank account or joint debit card, you accept that all payments that we make to you from your Player Account will be paid to that joint account or card. If your Registered Payment Method is a debit card, it can only be used on one Player Account and it must not have been reported as lost or stolen. If you believe your card is lost or stolen and you wish to use a replacement card as your new Registered Payment Method, or you wish to change your Registered Payment Method while there are Funds or pending Tickets in your Player Account, you should contact our Customer Service team ([www.scottishchildrenslottery.com/contact-us](http://www.scottishchildrenslottery.com/contact-us)). We may require you to withdraw any existing Funds and wait for any pending Tickets to be completed before updating your Registered Payment Method. We may need to perform further checks to verify the ownership of the new Registered Payment Method before accepting it, and we reserve the right to do so.

6.10. If your card expires, you will be able to update your Player Account with the new card information online or by calling Customer Service

6.11. If you tell your bank or building society that your Registered Payment Method has been used, without your authorisation, to make a payment into your Player Account, and they ask us to return the payment to your Registered Payment Method, we will suspend your Player Account and investigate the matter. If we have to return a payment to your Registered Payment Method under this clause, and doing so would cause the balance on your Player Account to fall below zero, we may seek to recover the debt from you.

6.12. If you set up a Direct Debit, you will be bound by the terms of the Direct Debit Scheme and the Direct Debit Guarantee Scheme. You can find more details [here](#).

6.13. If you are a Subscription Player, we must receive payment for a Ticket before the Lottery Draw. This means that if a Direct Debit or other recurring payment is recalled or rejected by your bank, any ticket associated with the failed payment will be withdrawn from the applicable Lottery Draw and will not be eligible for any Prizes in any subsequent Lottery Draw associated with that ticket. If we have to return a payment to your Registered Payment Method under this clause, and doing so would cause the balance on your Player Account to fall below zero, we may seek to recover the debt from you.

6.14. Balance in your account consist of the following three categories:

6.14.1. Cash – this refers to funds historically deposited by you and cash prizes deposited by us into your account.

6.14.2. Bonus – this refers to promotional bonuses we offered to you which you can use to purchase tickets.

6.14.3. Subscription Funds – this refers to funds collected from your bank account via Direct Debit or debit card according to your subscription(s). These funds are ring-fenced and can only be used by the system to purchase subscription tickets.

6.15. We will also apply payments from your account in a particular order. When you hold Bonus Funds in your account, these are spent first. After that, we take payments from any Funds in the 'cash' balance. The cash balance is made up of payments deposited from your Registered Payment Method and cash-equivalent payments from Prizes. Subscription payments and free Fast Pick tickets are spent separately.

6.16. You can close your Player Account at any time.

6.17. If you wish to suspend or cancel a Direct Debit subscription, you can do so by contacting us. If you decide to cancel your Direct Debit subscription, you should also contact your bank to ensure that the cancellation request has been received. All Lottery Ticket(s) purchased and all subscription payment(s) collected before you suspend or delete your Direct Debit subscription will remain valid. The system will continue to purchase tickets according to your subscription(s) until all subscription funds previously collected are exhausted. We will stop collecting Direct Debit payments at this point, and you will not be entered into any subsequent unpaid for Lottery Draws. You can cancel your subscription at any time.

6.18. If you win a Prize, we will do one of the following:

6.18.1. prize money of over £5 and equal to or under £2,000 will be paid into your bank account automatically, Prize money of less than £5 will be paid into your player account unless you cannot access this in which case we will pay such prizes directly to your bank.

6.18.2 prize money of over £2,000 will be paid into your bank account after a successful due diligence verification (for which you will be required to send us a copy of the documents in clause 6.4).

## **7. RETAIL TICKET PURCHASE**

7.1. We no longer offer the purchase of tickets or scratchcards in retail locations. If you need to claim on an old ticket, please contact us on 0330 123 3951.

## **8. CAN I CHANGE MY MIND?**

8.1. We will only allow cancellation of a Ticket under exceptional circumstances (such as self-exclusion after you have bought a Ticket, or if some material features of the Lottery are changed). Except in the case of self-exclusion under clause 11, any cancellation or reversal will need to be completed at least 72 hours before the Lottery Draw for the relevant Lottery.

8.2. If you bought a Ticket in advance of a Lottery Draw that is then subject to



change(s) in these terms and conditions, but prior to us notifying you of the change(s), you may request a refund of your ticket. You must send us an email request for refund from your registered email address at least 72 hours in advance of the affected Lottery Draw, subject to the limitations stated in clause 12. You acknowledge that if we accept your application for a refund, we will withdraw your ticket from the applicable Lottery Draw and you will not be eligible for any Prizes in any subsequent Lottery Draw associated with that ticket.

8.3. For the avoidance of doubt, if you don't like the numbers selected for you in a Fast Pick Ticket you are not entitled to cancel the Ticket.

## **THE LOTTERY DRAW, RAFFLES AND PRIZES**

### **9. THE LOTTERY DRAW – AD-HOC Ticket purchase**

9.1. You can enter a Monday or Thursday Lottery Draw by purchasing an online Ticket on our website. Tickets cost £1 per Line. Subscription customers please see sections 9.45 to 9.51 for more information.

9.2. For ad-hoc players, to select numbers for each line of the lottery ticket, you must either choose 5 (five) different numbers between 1 (one) and 49 (forty-nine) inclusive, or use Fast Pick to automatically select the numbers for you.

9.3. For ad-hoc players, once you have selected the numbers of all lines you wish to purchase in a ticket, you can then select the number of week(s) and draw day(s) you wish to enter using the same ticket (with the same selected number of lines and lottery numbers).

9.4. It is your responsibility to check that your lottery number selections (except in the case of a Fast Pick Ticket) and the number of draws are correct. Online



customers can review this information after the ticket purchase in your Player Account.

9.5. A Ticket will be valid only for the Lottery Draw(s) to be held on the date(s) shown on your Ticket. If you are a Subscription Player, we will enter you into the Lottery Draw on a continuous basis, unless you cancel your Direct Debit or recurring card payment (in which case we will continue to enter you into the Lottery Draw until all subscription funds previously collected are exhausted).

9.6. The maximum amount per purchase is £100. This is also the maximum customer monthly spend limit unless you or we have set this lower. You can decrease this limit by contacting us.

9.7. You may buy an ad-hoc Ticket up until the Draw Lockdown on the date of a Lottery Draw, which is 10:00pm on the respective draw day. After this time, sales will be closed for that day's Lottery Draw and you will only be able to buy a Ticket for a future Lottery Draw. Whilst we will try to ensure that the time of the Draw Lockdown is consistent from week to week, there may be exceptional circumstances when we have to change a Draw Lockdown. It is your responsibility to ensure you buy your Ticket in plenty of time and we will not be responsible for loss of opportunity to enter a Lottery Draw if the time of the Draw Lockdown is changed.

9.8. We will display the name of the participating Charity that will benefit from any particular Lottery Draw on our website.

9.9. We reserve the right to hold the Lottery Draw on an alternative date if the normal Lottery Draw date falls on a Bank Holiday. We will notify any customer who has purchased ticket(s) of the affected draw via email. Any such change will also be posted on our website. We also reserve the right to re-schedule or cancel the Lottery Draw, or to offer the alternative solution set out in clause 9.15 if circumstances arise, or if the normal Lottery Draw date falls, on any other day we deem, in our absolute discretion, unsuitable for holding a Lottery Draw.

9.10. We will publish the results of each Lottery Draw on our website. A Prize shall only be awarded to a winning Ticket that has the Winning Numbers recorded at the Lottery Draw itself. We will automatically notify online Players via their registered email address if they have won a Prize.

9.11. In the Lottery Draw, 5 (five) Winning Numbers will be drawn at random. The Bonus Number will be drawn after all five Winning Numbers have been drawn.

9.12. You may only claim one Prize in respect of each Line per Draw.

9.13. From time to time, we may, at our absolute discretion, increase the prize amount for a Lottery Draw (up to the limit permitted by law), which will be announced on our website ahead of the draw. Under the Gambling Act 2005, no winner is entitled to receive more than £25,000 or 10% of total Ticket sales for any one winning line, whichever is greater.



9.14. The Lottery Draw will be conducted by MBC ELM Limited, who will record the Winning Numbers and Bonus Number. If MBC ELM Limited observes or suspects any irregularity or failure in the procedure, the Lottery Draw will be stopped, declared null and void, and a new Lottery Draw will take place.

9.15. We will use a Ball Machine or we will use a Certified RNG to generate the winning numbers for the Lottery draw. The Certified RNG was certified by a Gambling Commission approved test house to be generating outputs that are random, unpredictable and not reproducible.

9.16. Subject to relevant clauses entries are final and, once completed, cannot be cancelled, reversed or refunded.

### **Monday and Thursday Draws**

9.17. Subject to this clause 9, Prizes paid to the holders of Tickets with Winning Numbers on Mondays and Thursdays will normally be as follows:

9.17.1 If 4 (four) of the Main Numbers are matched on your Ticket, you will win one Prize of £250;

9.17.2 If 4 (four) of the Main Numbers and the Bonus Ball are matched on your Ticket, you will win one Prize of £2,000;

9.17.3 If 5 (five) of the Main Numbers are matched on your Ticket, unless clause 9.13 applies, you will win a Prize up to a maximum of £25,000. Where there are multiple winners of the Jackpot, we will impose Prize Capping of £50,000 on the Jackpot Prize pool. For example, if there are 2 or less winners of the Jackpot, each winner will receive £25,000 according to the prize table. However, if there are 5 winners of the Jackpot, each winner will have an equal share of the £50,000 Jackpot Prize pool and receive £10,000 each.

### **Standard Game - Mondays and Thursdays 10pm (ticket cost £1)**

<b>Tier</b>	<b>Numbers matched</b>	<b>Prize</b>	<b>Odds of winning</b>
1	5 Main Numbers (Jackpot)	£25,000	1 in 1,906,884
2	4 Main Numbers + Bonus Ball	£2,000	1 in 381,377

3	4 Main Numbers	£250	1 in 8,869
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**Monthly Jackpot Draw – All subscriber players. Last Saturday monthly (Ticket Cost £1.50)**


Tier	Numbers matched	Prize	Odds of winning
1	5 Main Numbers (Jackpot)	£25,000	1 in 1,906,884
2	4 Main Numbers + Bonus Ball	£2,000	1 in 381,377
3	4 Main Numbers	£250	1 in 8,869
4	3 Main Numbers	£10	1 in 202

**Annual Draw – all subscriber players. Third Saturday in December at 10pm (ticket cost £2)**

Tier	Numbers matched	Prize	Odds of winning
1	5 Main Numbers (Jackpot)	£25,000	1 in 1,906,884
2	4 Main Numbers + Bonus Ball	£2,000	1 in 381,377
3	4 Main Numbers	£250	1 in 8,869
4	3 Main Numbers	£25	1 in 202

9.18. Prize capping will apply – see draw rules for details. Jackpot Prizes are capped at £50,000 per draw except the Annual Draw which is capped at £100,000

9.19. Where prize capping takes place, we reserve the right to cancel tier 3, 4, 5 and 6 prizes and to reduce jackpot payouts per player to ensure the cap is not exceeded

**scottishchildrenslottery.com**



## RAFFLES

9.20. We may promote free/bonus Raffles from time to time. These free/bonus Raffles will be separate from the Lottery Draw, and we will publish the rules for each Raffle on our website.

9.21. We reserve the right to close a free/bonus Raffle without notice or compensation if it is subject to complaint by a Player, law enforcement agency or the Gambling Commission, or if there is any issue over its integrity.

9.22. For all Raffles, the result logged in our Computer System will be deemed to be the final result. If the images displayed on your screen don't match our Computer System's records, we will treat this as a display error and the result on our Computer System will be the final result. In the event of a system error, MBC ELM's decision on the validity of any prize will be final.

## **PRIZES**

9.23. We may change the Prize sums paid to Players where we are required to do so by law, regulation or if the Gambling Commission tells us to do so. We will endeavour to notify you if it is possible and permitted by the authorities. Prizes will be rounded up to the nearest pound if required.

**9.24 In the event that no cash prize is won by any player in any Monday, Thursday, Monthly or Annual Draw, a prize of £100 will be awarded to a player at random. Each player will be given one entry per line to win this consolation prize.**

## **ANNUAL DRAW**

9.38. The Annual Draw costs £2 per ticket and subject to prize capping, prizes paid to the holders of Tickets with Winning Numbers in the Annual Draw will normally be as follows:

9.38.1 If 3 (three) of the Main Numbers are matched on your Ticket, you will win one Prize of £25;

9.38.2 If 4 (four) of the Main Numbers are matched on your Ticket, you will win one Prize of £250;

9.38.3 If 4 (four) of the Main Numbers and the Bonus Ball are matched on your Ticket, you will win one Prize of £2,000;

9.38.4 If 5 (five) of the Main Numbers are matched on your Ticket, you will win a Prize up to a maximum of £25,000. Where there are multiple winners of the Jackpot, we will impose Prize Capping of £50,000 on the Jackpot Prize pool. For example, if there are 4 or less winners of the Jackpot, each winner will receive £25,000 according to the prize table. However, if there are 5 winners of the Jackpot, each winner will have an equal share of the £50,000 Jackpot Prize pool and receive £20,000 each. Different prize capping applies to the standard Monday and Thursday games.

9.39 In cases where Prize Capping has to be imposed on a particular draw, we reserve the right to cancel Prize Tier 4.

9.40. The Annual Draw will be held on the third Saturday in December each year unless otherwise advertised. The result will be published within 1 week of the draw taking place. All Annual Draw tickets purchased on or before the 7th of December in any year count towards that year's Annual Draw. All Annual Draw tickets purchased or won on or after the 8th of December in any year will count towards the following year's Annual Draw. This is to allow us to ensure each customer can be notified of



their ticket details before the Annual Draw date where appropriate

9.41. The exact date of future Annual Draw and will be as advertised on our website.

9.42. Winners will be notified and subject to relevant clauses will be paid to your bank account.

9.43. We may promote free/bonus Raffles from time to time. These free/bonus Raffles will be separate from the Lottery Draw, and we will publish the rules for each Raffle on our website.

9.44. We reserve the right to close a free/bonus Raffle without notice or compensation if it is subject to complaint by a Player, law enforcement agency or the Gambling Commission, or if there is any issue over its integrity.

### **DIRECT DEBIT SUBSCRIPTION CUSTOMERS**

9.45. Unless you chose otherwise at sign up or by contacting us, all subscription customers will be entered into each Monday, Thursday, Monthly Jackpot and Annual Draw from their subscription. Numbers entered will match those on their subscription line(s).

9.46. Subscription customers who pay by Direct Debit will have a minimum of one Annual Draw entry each year.

9.47. Additional Annual Draw entries may be purchased for any subscription customer who pays by Direct Debit with any excess subscription balance built up over time.

9.48. If a subscription customer who pays by Direct Debit does not hold a sufficient subscription balance after making a first payment, then the purchase of the Monthly or Annual Draw tickets will be funded by MBC ELM Limited.

9.49. Automatic purchase of Annual Draw or Monthly Jackpot draw tickets will not be made from any non-subscription wallet balance you may hold with us whether from a deposit, free credit or prize win.

9.50. If you do not want to enter the Annual Draw or Monthly Draws, please contact us and we reduce your future monthly subscription price accordingly.

9.51. By continuing to buy tickets or subscribe, you agree to be bound by these rules. Your rights as a customer if you do not wish to agree to new terms and conditions are detailed in 8.2. You can cancel your subscription at any time.

### **10. WHAT HAPPENS IF I WIN?**

10.1. For online customers:

10.1.1. winnings over £5 and up to £2,000 will be paid into your bank account.

10.1.2. If your winning is more than £2,000, we may request documentation from you (as stated in clause 6.4) in order to perform due diligence verification, and when satisfactory, we will make a payment into your bank account.

10.2. Where we pay a Prize to an Excluded Person, or otherwise pay a Prize in error, the Prize or any payment made in error must be returned immediately to us.

10.3. We will use our reasonable endeavours to make the Prize payment to you within fourteen days of receiving the requested documentations from you in order to perform due diligence verification.

10.4. If you win a Prize, it is your responsibility to pay any and all taxes due in respect of that Prize.

## 11. Responsible Gambling

11.1. At Scottish Children's Lottery, we provide you with a variety of facilities to help you stay in control and play responsibly. Online facilities include Deposit Limit, Spending Limit, Self-Exclusion and Account Closure. To access and find out more about these facilities, click the link 'Play Responsibly' at the bottom of our website.

11.2. Customers can also apply for Self-Exclusion by completing the Customer Self-Exclusion Agreement available by contacting our Customer Service team on 0330 123 3951. If you are self-excluded, we will also block you from using any other online product we offer by making regular checks of our database.

11.3. The use of these facilities involves a joint commitment between you and us. We will take all reasonable steps to prevent you from gambling beyond any limits or restrictions that are set within your account. At the same time, you must not attempt to circumvent those limits or restrictions. We shall not be liable to any damages caused by your circumvention, or to return any deposits, winnings, or other funds in respect of such activity.

11.4. After self-excluding from our site, we also advise that you self-exclude from any other gambling operators where you hold accounts. Also, there is website filtering software to prevent you from accessing gambling websites from your personal computer. These include: [GamBlock](#) , [Net Nanny](#) , [Optenet PC](#) , , [Gamstop](#) .

11.5. We may also impose online operator exclusion, time-out, deposit and spending limits if we think it is necessary to help you stay in control. If we do this, we will tell you what and when measures are put into place.



## 12. LIMITATION OF OUR LIABILITY AND RESERVATION OF RIGHTS

12.1. Subject to clause 12.2, our liability to you shall be limited to the amount of any Prize or refund that you may have become entitled to under these terms and conditions. We shall not be liable for any loss other than our failure to pay out a Prize or a refund you are entitled to. In particular, neither we nor the Charity shall be liable to you for any loss or damage you suffer because of:

12.1.1. any failures, errors or delays in our Computer System, any postal or printing services, or electronic banking services used by us or you from time to time;

12.1.2. incorrect or misuse of our website, mobile site, mobile application, or Customer Service centre;

12.1.4. any event that is beyond our, or the Charity's reasonable control (such as fire, flood, power failure, war, failure of telecommunications services or act of government);

12.1.5. your failure to meet your obligations set out in clause 6;

12.1.6. your entry into the Lottery, or any act, omission or event that prevents you from entering the Lottery;

12.1.7. the withdrawal or cancellation of a Lottery;

12.1.8. your failure to keep your contact details updated under clause 15.11; or

12.1.9. a negligent act or omission by you.

12.2. Nothing in these terms and conditions shall exclude or limit our liability:

12.2.1. for death or personal injury resulting from our negligence; or

12.2.2. for fraud or fraudulent misrepresentation; or

12.2.3. where it can't be excluded or limited by law.

12.3. We are not liable in contract, delict or tort (including but not limited to negligence), or otherwise in connection with the Lottery for:

12.3.1. loss of profits, business or anticipated savings or loss of data;

12.3.2. any special or indirect or consequential losses; or

12.3.3. any loss of goodwill or reputation.

12.4. By requesting self-exclusion under clause 11, you are entering an agreement with us. If you breach the self-exclusion agreement by circumventing our measures to stop you from purchasing tickets online, we shall not be liable to you or any third party in respect of any breach by you of that agreement giving rise to loss, and we

are under no obligation to compensate any loss or damage caused by your action or breach, or to return any deposits, winnings, or other funds in respect of your action or your breach.

12.5. We exclude all warranties, conditions and guarantees relating to the Lottery, whether express or implied by law, to the maximum extent permitted by law.

12.6. The Lottery is provided on an “as is” and “as available” basis and we make no representations or endorsements of any kind. We do not guarantee that our service will be uninterrupted or error-free. If we need to carry out maintenance work to upgrade or update our Computer System, we may need to suspend the provision of the Lottery.

12.7. We reserve the right to suspend or close a Player Account, or refuse to set up a Player Account. This is at our absolute discretion and we do not have to disclose our reasons. If we close your Player Account, we will return all monies held in the account to the Registered Payment Method within seven (7) working days, unless clause 15.6 applies.

12.8. If you visit any websites via hyperlinks provided on our website, all transactions made on those websites are conducted entirely at your own risk.

### 13. YOUR LIABILITY

13.1. You agree to fully indemnify us in respect of all liabilities, claims, actions, damages, expenses, demands or costs incurred by or awarded against us, due to your negligent conduct, omission or misuse of our website or your Player Account. Nothing contained in these terms and conditions shall affect your statutory rights.

### 14. MAKING A COMPLAINT

14.1. If you have a complaint or if you are unhappy about any aspect of the Lottery, or if you want a copy of our complaints procedure you should contact our Customer Service team ([www.scottishchildrenslottery.com/contact-us](http://www.scottishchildrenslottery.com/contact-us)).

14.2. If you are not satisfied with the proposed resolution of a complaint through our complaints procedure, then if the dispute meets the criteria detailed in the Gambling Commission’s Code of Practice, you may be able to refer your complaint to an independent adjudicator for further investigation and review. This independent adjudicator is called the Independent Betting Adjudication Service (IBAS), and specialises in the resolution of gaming disputes. They will consider your complaint totally impartially and we are bound by their decision. Complaints/disputes can be pursued with IBAS for up to 12 months following the date at which all attempts to resolve the dispute with us has failed.

Independent Betting Adjudication Service, PO Box 62639, London, EC3P 3AS  
Telephone: 020 7347 5883  
E mail: [ibasteam@ibas-uk.co.uk](mailto:ibasteam@ibas-uk.co.uk)  
Website: [www.ibas-uk.com](http://www.ibas-uk.com)

## 15. GENERAL

15.1. Scots law applies to these terms and conditions, and the Scottish courts will decide the outcome of any litigation arising between you and us.

15.2. All intellectual property rights generated from the operation of the Lottery shall belong to us or our licensors. Copyright, trademarks and other intellectual property rights, including without limitation, copyright, trademarks, the underlying software, the design, graphics, layout, look and feel and structure of our website and social media sites or on other promotional material for the Lottery, database rights, design rights, domain names and rights to goodwill and/or to sue for passing off, belong to us or our licensors. You are permitted to use this material and content only as expressly authorised by us or our licensors. You agree to take all steps (at our cost) to vest in us any intellectual property that you create in the course of entering the Lottery, or posting material on our website or social media sites.

15.3. You acknowledge and agree that the material and content contained within our website is made available for your personal, non-commercial use. You are not permitted any other use of such material and content. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, tamper with or create derivative works of such material and content.

15.4. We will store, manage and use all information you provide to us for the purposes of the Lottery in accordance with current Data Protection legislation and also with the privacy policy posted on our website ([www.scottishchildrenslottery.com/privacy-policy](http://www.scottishchildrenslottery.com/privacy-policy)). Our privacy policy forms part of these terms and conditions.

15.5. If you wish to be removed from our online mailing list, you should

15.5.1. click on the unsubscribe link shown on all our e-mails, or

15.5.2. change your 'Notification Preferences' within 'Personal Details' in your Player Account, or

15.5.3. contact our Customer Service team ([www.scottishchildrenslottery.com/contact-us](http://www.scottishchildrenslottery.com/contact-us)).

15.6. If you do not transact on your Player Account for at least period of twelve months, your Player Account may be classed as dormant. We will e-mail you if your Player Account is likely to become dormant to tell you what you need to do in order to prevent this happening. If you take no action following the period specified in our correspondence with you, we reserve the right to close your Player Account and subject to verification, return the balance to you using the last known payment method on your account.

15.7. You acknowledge that we may want to carry out publicity activity relating to Players and Prizes. Unless we are required to do so by law, we will only disclose



information about you or your Prize with your consent (or in the case of a syndicate, the consent of each Player).

15.8. We may terminate, vary or suspend the provision of the Lottery, or access to your Player Account without prior notice:

15.8.1. on breach of these Terms and Conditions or the relevant Lottery rules; or

15.8.2. if we stop managing the Lottery; or

15.8.3. where we are required by law to do so; or

15.8.4. for any other reason at our sole discretion (always acting reasonably).

15.9. On termination of your Player Account or the Lottery, we will return your Funds to your Registered Payment Method. In the event that a refund cannot be made, the provisions made in clause 15.6 will apply.

15.10. The Charities may change from time to time. It is our responsibility to add charities to the Scottish Children's Lottery, or to remove charities from it. We will always tell you if the Charities change.

15.11. It is your responsibility to ensure that the information you give us when you register to play the Lottery is kept up to date.

## **16 WHAT HAPPENS TO MY MONEY IN THE EVENT OF INSOLVENCY?**

16.1 The Gambling Commission requires us to tell you what happens to Customer Funds, and the extent to which those Funds are protected in the event of our insolvency. Customer Funds (both monies deposited by Players or reflected in their Account Balance as a result of Prizes paid to Players) are kept in accounts separate from business accounts; and arrangements have been made to ensure assets in the customer accounts are distributed to customers in the event of insolvency. This corresponds to a 'medium' level of protection as defined by the Gambling Commission. You can get more information from the Gambling Commission's website at <https://www.gamblingcommission.gov.uk/guidance/customer-funds-segregation-disclosure-to-customers-and-reporting/the-customer-funds-insolvency-ratings-system>