

Fair Play To You lottery game

Rules: Issue 1

The Care Trust DAC, (Company Registration 45561) trading as The Care Trust, is a registered charity, CHY 13691, and operates lottery games under Licence. The Care Trust is owned by CRC and Rehab in equal shares and raises funds for CRC, Rehab and by arrangement for the Mater Misericordiae University Hospital. The Care Trust complies with the Charities Governance Code as issued by the Charities Regulator and Guidelines for Charitable Organisations on fundraising from the public.

Fair Play To You is operated by The Care Trust under licence from the Dublin District Court, dated 5th February 2020 and the licence is renewed annually.

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The Care Trust

Fair Play To You lottery game RULES

1. TITLE

These Rules may be referred to as the Fair Play To You lottery game Rules 2020. These Rules will apply to all Tickets purchased for the Draw to be held on 1st July 2020 and subsequent Draws. These Rules are available to view and/or download at www.fairplaytoyou.ie and can be requested from The Care Trust.

by email: thecaretrust@give.ie

by telephone: Tel: 01 200 00 60

by post:

Fair Play To You,

The Care Trust,

College House, 71–73 Rock Road,

Blackrock, Co Dublin, A94 F9X9

2. DEFINITIONS

In these Rules unless the context requires otherwise: Licence means the licence issued annually by the Dublin District Court, authorising the holding of the Fair Play To You lottery game.

Beneficiaries means CRC, Rehab and the Mater Misericordiae University Hospital.

Bonus numbers refer, respectively to the 7th number drawn in each of the Lotto, Lotto Plus 1 and Lotto Plus 2 draws respectively, regardless of the order in which those draws are performed, on any given draw date.

Cancellation means any entry disqualified or withdrawn from participation for any reason, at the discretion of The Care Trust, prior to the holding of the relevant Draw.

Central Computer System means The Care Trust computer system used to operate Fair Play To You lottery game(s).

Company means The Care Trust, Designated Activity Company (The Care Trust).

Company Headquarters means the administrative offices of The Care Trust.

Contractors mean The Care Trust's lottery systems contractor(s) and its (their) sub-contractors and any third party contractors engaged by The Care Trust to provide goods or services in respect of its website and /or desktop and/or mobile application.

Contributor means a person participating in a Fair Play To You lottery game.

Correct Order means the order of the winning combination of Bonus numbers drawn on any given draw date where the first of three '2 digit' numbers refers to the Bonus number drawn in the National Lottery Lotto game, the second refers to the Bonus number drawn in the Lotto Plus 1 game and the third refers to the Bonus number drawn in the Lotto Plus 2 game. For the purpose of this definition each number in the series 01 to 47 is regarded as a '2 digit' number.

Draw(s) means the process that is used to randomly select a set of 3 Bonus numbers for a given Fair Play To You lottery game on a single date.

Draw-Based Game means a The Care Trust lottery game, the results of which are determined by a draw to randomly select a set of winning numbers and in which a Contributor's allocated numbers (whether chosen themselves or allocated by the Central Computer System) is recorded on the Central Computer System.

Fair Play To You Game means a lottery game wherein a Contributor selects or is allocated a set of 3 numbers, each from a set of numbers from 01 to 47, inclusive, for a predetermined Draw date(s) by use of an Interactive System, as defined in these Rules.

Fair Play To You Series means a series of all Fair Play To You lottery games held in the same calendar month. Within 5 working days, following completion of the Fair Play To You Series prizes will be allocated to all winners, subject to establishing proof of winner identification, in all prize categories for that series.

Game Rules means any rules or conditions issued by The Care Trust in relation to a specific draw-based lottery game.

Gross Income means, in relation to any Fair Play To You Game, the net receipts (i.e. sales less cancellations) from total Ticket sales for that Fair Play To You Game.

Interactive System means the system (accessible via the web application) established and operated by The Care Trust for the purpose of registering Contributors, administering Contributor accounts/profiles, facilitating plays, holding games related Information and allocating prize funds and prizes.

Jackpot Prize means the prize payable to the winner or winners of a Tier 1 prize during a given Fair Play To You Series.

Jackpot Winner means a Tier 1 prize winner, i.e., the owner of an entry that correctly matches the combination of winning numbers, in the correct order, in a single Draw in any given Fair Play To You Series.

Licence means the licence granted to The Care Trust to operate the Fair Play To You lottery game, issued by the Dublin District Court under the Gaming & Lotteries Act, 1956, and amendments.

Line means a Fair Play To You play consisting of a combination of 3 numbers, each from the range 01 to 47, inclusive.

Multi-play Ticket means an entry into a Fair Play To You lottery game for a number of sequential Draws in advance with the purchase of one Ticket.

Near Miss Prize means a prize of €200, which is payable to each Near Miss prize winner.

Near Miss Prize winner means a Tier 2 prize winner, i.e., the owner of an entry that correctly matches the combination of winning numbers, in the incorrect order, in a single Draw in any given Fair Play To You Series.

Pari-mutuel means that each Prize Pool will be shared equally among all of the winners in that prize category.

Panel means a space on a Ticket where a set of 3 numbers are recorded.

Play means the 3 different numbers from 01 to 47, inclusive which are selected by or allocated to a Contributor and which appear on an electronic Ticket. Each Play (Line) will be unique for that Draw date.

Prize Fund means the percentage of income allocated to any given lottery game along with any additional prize money added by The Care Trust at its discretion.

Prize Pool for a prize category means the total amount allocated for distribution as prizes for that category for a Fair Play To You lottery game.

Regulator means the Charities Regulator, Ireland's statutory regulator for charitable organisations appointed under the terms of the Charities Act, 2009 and its amendments.

Selected Play means that a Contributor may, on payment of a fee, select a Unique Play for any given Draw date only if that Unique Play has not been allocated to another Contributor for that Draw date.

Ticket means the Fair Play To You lottery game electronic Ticket issued by the Interactive System to record a Contributor's plays, the Draw date(s), the price of the Ticket (determined by the number of plays) and other information as determined by The Care Trust from time to time.

Ticket Owner means the Contributor who is recognised by The Care Trust as the registered owner of the on-line account to which the Ticket was issued.

Ticket Validation means the process used by The Care Trust to check the validity and ownership of an entry to the Fair Play To You lottery game.

Tier 1 Prize means a Jackpot prize.

Tier 2 Prize means a Near Miss prize.

Tier 3 Prize means a Wild Card prize.

Unique Play means that each Play allocated or assigned following selection by a Contributor for any particular draw date shall be unique in that Draw.

Website means The Care Trust website, which is accessible through URL www.thecaretrust.ie

Web Application, means The Care Trust software application, which enables a Contributor to access Interactive System via the web application www.fairplaytoyou.ie to play The Care Trust lottery games via computer or mobile devices.

Wild Card Prize means a prize of €100, which is payable to each Wild Card prize winner.

Wild Card Prize winner means a Tier 3 prize winner, i.e., the Ticket owner of an entry that is randomly drawn from all entries during a given Fair Play To You Series, not being the winner of a Tier 1 or Tier 2 prize in the draw for which it was entered.

Winning Numbers means the 3 numbers between 01 and 47 (inclusive) randomly selected at each Draw and which are used to determine the winning Plays.

3. CONTRIBUTOR'S OBJECTIVE

The objective of a Contributor when playing the Fair Play To You lottery game is to correctly select or have allocated to him/her a set of Winning Numbers and, in so doing, wishes to support the charitable objects of The Care Trust and by doing so support its Beneficiaries.

The Care Trust may, in its sole discretion, restrict or prohibit any person or persons from participation or further participation in any Fair Play To You lottery game if in its view that person or persons is/are playing in a manner deemed to be interfering with other Contributors' reasonable access to the Game.

4. METHOD OF PLAY

4.1 Cost of a Play

- a) A Contributor must play a minimum of one Play at a total cost of €1.00 for each Draw entered.
- b) The cost of each additional Play shall be €1.00 for each Draw entered.
- c) A Multi-play Ticket includes multiple Plays.
- d) The cost of a Multi-play Ticket will be the cost of the Plays selected multiplied by the number of Fair Play To You Draw dates the Contributor has chosen to participate in.

4.2 Making a selection for a Game

- a) On any one Ticket, a Contributor may play a minimum of one Play and a maximum number of Plays equal to the number of Panels included in the Ticket, currently set at 6 Plays
- b) Each Play is made by the Contributor accepting a set of 3 allocated numbers, selecting the Draw dates, commencing with the next available draw date, for which the Play is to be entered and paying the appropriate fee through an online financial transaction.
- c) The Interactive System will then issue a Ticket recording each Play entered and the draw dates for which it is eligible.

4.3 Entry into a Game

- a) Only the Plays recorded by the Central Computer System are valid for participation in the Fair Play To You lottery game.
- b) A copy of a Ticket has no monetary or prize value and shall not in any circumstances constitute evidence of Ticket purchase or of any Play.

- c) A Play recorded on the Central Computer System shall be the only valid basis for claiming a prize or prizes.
- d) The Care Trust shall not in any circumstances be liable to a Contributor for any acts or omissions by intermediaries.

4.4 Cancellation of a Ticket

- a) Cancellation of a Ticket is the sole and exclusive remedy where there is an error or omission on or in relation to a Ticket.
- b) A Ticket may only be cancelled by arrangement with The Care Trust up to 2 hours prior to the relevant Draw.
- c) On the cancellation of a Ticket the Contributor shall be entitled to a refund from The Care Trust equal to the price of the Ticket.
- d) The Care Trust accepts no responsibility for Tickets cancelled in error, or where the numbers appearing on a Ticket disagree with the numbers on file at the Central Computer System for that Ticket.

4.5 Contributor Responsibility

- a) It shall be the sole responsibility of the Contributor to verify that the Plays recorded on the Ticket correspond with those selected or allocated and that the Draw dates are as required.
- b) Neither The Care Trust, its beneficiaries or its Contractors shall be liable in any circumstances for any errors or omissions in respect of the issue of a Ticket or the information recorded on any Ticket (whether details of Plays, Fair Play To You lottery game or otherwise whatsoever), or for any other defect in the Ticket.

4.6 Sale of Tickets

- a) No person or business other than The Care Trust may sell Tickets except that nothing in this section shall be construed to prevent a person who may lawfully purchase Tickets from making a gift of Tickets to another.
- b) Nothing in this section shall be construed to prohibit The Care Trust from designating certain of its employees or contractors to sell Tickets direct to the public.
- c) No Ticket shall be purchased by, and no prize shall be paid to, any director, agent or employee of The Care Trust or any contractor or subcontractor or, if the contractor or sub-contractor is a company, any director or employee of the contractor or sub-contractor involved in the operation of draw-based lottery games for The Care Trust or any other person prohibited by law. If such a person becomes the owner of a Ticket, it shall not be eligible for any prize. If any prize is awarded, such a prize shall be returnable to The Care Trust.

5. DRAWS AND DIVISION OF PRIZES

5.1 Procedure for Draws

Fair Play To You lottery games shall be conducted at times, places, and pursuant to procedures determined by The Care Trust from time to time.

5.2 Selection of Winning Numbers

- a) The Winning Numbers for each Fair Play To You lottery game on each Draw date will be based on the results of the Lotto, Lotto Plus 1 and Lotto Plus 2 Draws televised or otherwise published on that Draw date and will consist of the Bonus Numbers selected in those Draws.
- b) At each Draw date there shall be randomly selected a set of 3 Bonus Numbers.
- c) In the event of any Draw being declared invalid, another Draw will be conducted by The Care Trust to determine the winning Bonus Numbers.
- d) Where there is significant interruption to the provision of a Fair Play To You lottery game, The Care Trust reserves the right to defer the completion of the lottery game and/or to conduct its own public draw to determine the winning numbers for that Draw date.

5.3 Categories of Prizes and allocation of Prize Pools for each Fair Play To You series.

Prizes will be allocated within the Tier 1 prize category on a Pari-mutuel basis. Prizes will be allocated within the Tier 2 and Tier 3 prize categories on a fixed value basis.

- a) The Prize Fund for any Fair Play To You Series will be 25% of gross income from the Fair Play To You lottery games. The Prize Fund for any given Fair Play To You Series shall not exceed €30,000 and all Prize Fund allocations above that limit shall flow into the Prize Fund(s) for the next and/or subsequent Fair Play To You Series (calendar month).
- b) The Prize Fund will be allocated to the Tier 1 (Jackpot) Prize Pool, the Tier 2 (Near Miss) Prize Pool and the Tier 3 (Wild Card) Prize Pool.
- c) The Tier 2 (Near Miss) Prize Pool will be an amount equal to €200 for each Tier 2 category winner in that Fair Play To You Series (calendar month).
- d) The Tier 3 (Wild Card) Prize Pool will be an amount equal to €100 for each Tier 3 category winner in that Fair Play To You Series.
- e) The Tier 1 (Jackpot) Prize Pool will be the residual amount in the Prize Fund for that Fair Play To You Series after the allocation to the Tier 2 Prize Pool of €200 for each Tier 2 category winner and to the Tier 3 Prize Pool of €100 for each Tier 3 category winner in that Fair Play To You Series (calendar month).
- f) The Tier 1 (Jackpot) Prize Pool for any Fair Play To You Series shall not exceed €25,000 and any additional allocations above this limit will flow into the Prize Fund(s) for the next and/or subsequent Fair Play To You Series (calendar month).
- g) The prize categories within each Fair Play To You lottery game shall be as follows:
 - i) Tier 1 (Jackpot): Plays which correctly match, in the correct order, the Winning Numbers drawn in any Fair Play To You lottery game for which they are entered in the relevant Fair Play To You Series (calendar month).
 - ii) Tier 2: (Near Miss) Plays, other than Jackpot winning Plays, which correctly match, in any order, the 3 Bonus Numbers drawn in any Fair

Play To You Game for which they are entered in the relevant Fair Play To You Series (calendar month).

- iii) Tier 3: (Wild Card) a random selection from all otherwise non-winning (Tier 1 and Tier 2) plays, of at least one Wild Card winner and up to such number as may be determined by The Care Trust in any given Fair Play To You Series.

5.4 Jackpot

If, in any Fair Play To You Series, a Play, entered for the relevant Draw date matches, in the correct order, the Winning Numbers drawn on that Draw date, then it will be designated as a Tier 1 (Jackpot) winning Play and will win or share the Jackpot for that Fair Play To You Series.

If in any Fair Play To You Series there is no Play which correctly matches the Winning Numbers, then the Jackpot Prize Pool in that Fair Play To You Series shall be added to the Prize Fund in the next Fair Play To You Series (calendar month).

5.5 Multiple Correct Plays in Tier 1 Prize Category

If in any Fair Play To You Series there is more than one winning Play in the Tier 1 (Jackpot) prize category, the Prize Pool for that category shall be shared equally among the winning Plays in that category.

5.6 No more than one Prize for a Play in any one Fair Play To You Game Draw

The owner of a winning Ticket can win in only one prize category per single Play in any one Draw but shall be paid the highest prize won. This shall not preclude a Play entered on multiple Draw dates winning a prize on more than one Draw date or on each Draw date in the same Fair Play To You Series.

5.7 Results

- a) The results of each Fair Play To You lottery game will be displayed by The Care Trust on www.fairplaytoyou.ie and results will be communicated by email and/or electronic notification to Contributors, subject to data protection regulations and may be published in such other manner as The Care Trust may from time to time determine.
- b) The information displayed and disseminated will be: (i) The lottery game; (ii) The Winning (Bonus) Numbers (iii) The amount payable to each correct Play in each prize category; (iv) Such other information as The Care Trust may from time to time determine.

5.8 Determination of Prize Claims

- a) In all cases, the determination of prize entitlement shall be subject to the Ticket validation requirements set out in these Rules.
- b) Each prize winner may be required to provide The Care Trust with proof of identity and/or proof of age.
- c) If the Owner of the Ticket is ineligible to participate in a Fair Play To You lottery game The Care Trust may refund the Ticket price and this shall be a full discharge of its liabilities to the Ticket owner.

- d) The receipt by the Owner of the Ticket of any prize money payable in respect of the Ticket shall be a good discharge by The Care Trust notwithstanding any notice The Care Trust may have of the alleged rights, title, interest or claim of any other person or persons to the prize money.
- e) The Care Trust shall not be responsible or liable as a result of the payment of a prize to the apparent owner of any lost or stolen Ticket whether or not advice of the loss or theft has been reported or notified to The Care Trust prior to payment of the prize.

6. PAYMENT OF PRIZES AND TICKET VALIDATION REQUIREMENTS

6.1 Payment of Prizes

Prizes in all prize categories may be available for payment within 5 working days following the relevant Fair Play To You Series. Prizes may be paid by cheque or bank transfer.

6.2 Ticket Validation Requirements

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

- a) The Ticket must have been issued on behalf of The Care Trust through its Interactive System.
- b) The information recorded on the Ticket must correspond with the Central Computer System computer records. Only the Plays recorded by the Central Computer System will participate in the Fair Play To You Game. All information appearing on the Ticket must appear in the Central Computer System's computer record of winning Tickets.
- c) The Ticket must not be counterfeit or cancelled.
- d) The Ticket must not appear on the Central Computer System computer record of cancelled Tickets.
- e) The Care Trust accepts no responsibility for Tickets cancelled in error.
- f) The Ticket must pass all additional confidential validation tests and security criteria established by The Care Trust.
- g) The Care Trust shall not in any circumstances be liable to a Contributor for any acts or omissions by its contractors or any intermediaries.
- h) The winner may be required to provide appropriate evidence of age and eligibility to The Care Trust.
- i) Prizes shall not be paid if a person under 18 years old purchased the Ticket.
- j) Prizes shall not be paid to persons precluded from participating in the game under Section 4.6

6.3 Consequences of a Ticket being invalid

- a) In the event that a Ticket fails to pass any of the criteria set out in these Rules, that Ticket shall be deemed void and ineligible for any prize.
- b) The Care Trust may solely at its option, replace an invalid Ticket with a Ticket of equivalent sales price for any subsequent lottery game.
- c) Liability, if any, of The Care Trust is limited to Ticket replacement or refund.

7. CLAIMING A PRIZE

7.1 Time Limit on Claims

The Care Trust will make reasonable efforts to contact prize winners. In the event that The Care Trust fails to contact a prize winner and effect payment of the prize, that prize will be held by The Care Trust until claimed or for a period of one year, whichever is longer.

Prize claims must be received by The Care Trust within the time limit on claims, one year from the last day of the month in which the relevant Fair Play To You Game series was held.

Any prize not claimed within such period in the manner specified in these Rules shall be forfeited. The unclaimed prize money shall be allocated to The Care Trust's beneficiary fund.

7.2 Prize Payment

The Care Trust shall pay each prize by bank transfer to the bank account recorded in the prize winner's Contributor online registration file, or by cheque delivered by hand or posted to the address recorded in the prize winner's Contributor ID online registration file.

7.3 Proof of identity

- a) The Care Trust for its purposes will recognise only one person as the Owner of a Ticket.
- b) The Care Trust may, in its sole discretion, require proof to its satisfaction of the identity of the bearer of any Ticket or the identity of any person to whom it is intended to pay a prize under Rule 7 of these Rules.
- c) The Care Trust reserves the right to withhold payment of a prize until it is entirely satisfied as to the validity of any Ticket and the claimant's bona fides.
- d) No right of any person to a prize won shall be assignable, except that payment of any prize won may be paid to the estate of a deceased prize winner, and except that any person pursuant to an appropriate court order may be paid according to said court order. The Care Trust shall be discharged of all liability upon payment of a prize pursuant to this rule.
- e) In the event that there is an inconsistency in the information submitted on the claim form and/or on the winning Ticket, or otherwise in respect of the claim or Ticket, The Care Trust may make an investigation and withhold all winnings which may be due to the Ticket Owner until such time as the claimant satisfies The Care Trust that he/she is the proper person to whom the prize should be paid.

7.4 Criminal Prosecution

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

8. GENERAL

- a) The Care Trust's decisions and judgements in respect to the determination of a winning Ticket or of any other dispute arising from the payment or awarding of prizes shall be final and binding upon all Contributors and any other person or persons concerned for any reason with these matters unless otherwise provided by law and these Rules. In the event that a dispute arises relative to the winning Ticket, a claim, the payment, or the awarding of any prize, The Care Trust may withhold payment of the prize winnings until a decision has been reached.
- b) In the event that a dispute between The Care Trust and the Ticket Owner occurs as to whether the Ticket is a winning Ticket, and if the Ticket prize is not paid, The Care Trust may, solely at its option, replace the disputed Ticket with a Ticket of equivalent sales price from any current The Care Trust lottery game. This shall be the sole and exclusive remedy of the bearer of the Ticket (except as otherwise may be provided by Law, Rules, or Regulations).
- c) The Care Trust may amend, modify, or otherwise change these Rules and upon full compliance with law, said amendments, modifications or changes shall become as effective and applicable as if part of the original Rules.
- d) In purchasing a Ticket, the Contributor agrees to comply with, and abide by, the law of Ireland, these lottery game Rules and all procedures and instructions established by The Care Trust for the conduct of the lottery games.
- e) The Care Trust may refuse to sell Tickets to any person without giving reasons.
- f) A code of practice governing relations between participants in Fair Play To You lottery games and The Care Trust is available to download from the Web application www.fairplaytoyou.ie.

9. COMPLIANCE

- a) The Care Trust complies with the Charities Governance Code as issued by the Charities Regulator and the Guidelines for Charitable Organisations on Fundraising from the Public.
- b) A copy of these Fair Play To You lottery game Rules shall be provided on request and shall be published on www.fairplaytoyou.ie.

MARKETING

- a) The Care Trust may, from time to time, take photographs of prize winners, to be used for marketing purposes. The Care Trust, together with a number of organisations who are in partnership with The Care Trust, reserves the right to publish such photographs on its website, in the media, and in social media outlets. The winning Contributors, by taking part in any prize draw event, may be photographed and details including their name may be recorded.
- b) The Care Trust and the organisations in partnership with The Care Trust, intend to publish some winning Contributors names, and if available, photographs. By

participating in the prize draw, each Contributor explicitly agrees to publication of their name and, if available, a photograph of their participation in the event.

- c) The Care Trust may store personal information for use by it and selected third parties and the information may be used in compliance with the General Data Protection Regulations for marketing purposes.

10. LIMITATION OF LIABILITY

Neither the Company, its beneficiaries or contractors shall in any circumstances be liable for any loss, direct or consequential incurred by any Contributor, any bearer of a Ticket or any other person arising from the participation by any person in any Fair Play To You lottery game. In particular, but without prejudice to the generality of this rule, neither The Care Trust nor any of its employees, nor any Contractor shall be liable to any person: (i) for the failure of, or damage or destruction to the Central Computer System and/or records, or (ii) for delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system, or (iii) for any other action or event which prevents or hinders the issue of a valid Ticket.

11. DECISIONS OF THE CARE TRUST DAC BINDING

All decisions of The Care Trust concerning any Fair Play To You Game, including decisions as to the validity of Tickets, the identity of the owner of any Ticket, the determination of prize winners, the amount and category of prize money, the interpretation, application, meaning and effect of these Rules and Fair Play To You lottery game procedures shall be final and binding on all Contributors, and any other person or persons concerned for any reason with these matters.