

Fair Play To You Terms of Service

Issue 1

Effective Date: 1st May 2020

Introduction

The Fair Play To You lottery games website and website application which are accessed via www.fairplaytoYou.ie are owned and operated by The Care Trust Designated Activity Company (The Care Trust, We, Us). Terms and conditions are defined throughout these Terms of Service. To go directly to the page containing all the defined terms, please click here (if viewing on mobile please see definitions below Terms of Service on this page).

You must be 18 years or older and legally resident in Ireland to participate in any Fair Play To You lottery game.

The Care Trust is a charity which is registered in Ireland with Registered Charity Numbers CRA 20043285 and CHY 13691. 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.

The Care Trust is a non-profit organisation and is jointly owned by the CRC (Central Remedial Clinic) and Rehab. We have been fundraising for both entities since 1974. We also fundraise, by arrangement, for the Mater. The Beneficiaries of The Care Trust are CRC, Rehab and The Mater.

You can obtain a copy of these Terms of Service, the Data Privacy Policy, Lottery Rules or any further information about The Care Trust and the Fair Play To You lottery game by emailing thecaretrust@give.ie, telephoning The Care Trust at 01 200 0060, by writing to The Care Trust, 71-73 Rock Road, Blackrock Co. Dublin, A94 F9X9 or by accessing The Care Trust website www.thecaretrust.ie

The price of each entry for every Fair Play To You lottery Game will be displayed on the Ticket Summary screen in advance of Entry. This information is also available in the Fair Play To You lottery game Rules.

In choosing to purchase a Fair Play To You Ticket the Contributor (You) must choose a particular method of Entry from the list of options available in the Website and/or web application.

After each Fair Play To You Series, The Care Trust will announce all winners on www.fairplaytoYou.ie. The Care Trust will make reasonable efforts to contact and arrange payment of prizes to all winners. Prizes not paid within 12 calendar months of the end of the month in which the Fair Play To You Series was held will be distributed to the Beneficiaries in accordance with the provisions of the Gaming and Lotteries Act 1956 (as amended).

These Terms of Service (the "Terms of Service") set out the various rules and procedures that You will need to follow in order to access and use this Website and/or web application and to open and maintain Your Contributor Account. These Terms of Service also provide information on entering the Fair Play To You lottery game with effect from the Effective Date.

We recommend that You are familiar with the Terms of Service and Fair Play To You lottery game Rules before entering into any Game(s). The Game Rules and the Data Privacy Policy are hereby incorporated into and form part of these Terms of Service.

Please read the following Terms of Service, and the Fair Play To You lottery games Rules, carefully as they are the legal terms You agree to abide by when You access and use this Website and/or web application when You open an account to enter into the Fair Play To You lottery games online. We strongly recommend that You print a copy of these Terms of Service for Your own records.

Unregistered Users

If You simply want to browse around this Website and/or web application there is no need to register with Us. However, by accessing and using this Website and/or web application, You agree that You have read, understood and agree to be bound by the Terms and Service and the Data Privacy Policy. **If You do not agree to accept and abide by these Terms of Service and the Data Privacy Policy You should not use this Website and/or web application.**

Registered Users

When registering as a Contributor, You will be asked to tick a box confirming that You have read, understood and agree to be bound by these Terms of Service set out in Part I and the additional Terms of Service set out in Part II which apply to registered users. **If You do not agree to accept and abide by these Terms of Service, relevant Game Rules and the Data Privacy Policy You should not use this Website and/or web application.**

PART I – FOR REGISTERED AND UNREGISTERED USERS

Use of this Website and/or web application

This Website (and associated web application) is controlled and operated by The Care Trust from Ireland. The information contained in this Website is solely for the use of Contributors and prospective Contributors of the Fair Play To You lottery games in Ireland and is not intended to offer or encourage participation in any lottery game by persons outside Ireland. For the avoidance of doubt, the information contained in this Website does not constitute an offer or invitation to treat on the part of The Care Trust to any person who is outside Ireland to participate in any The Care Trust lottery, and no person outside Ireland may participate in any The Care Trust lottery.

In accessing this Website, You do so at Your own risk and on Your own initiative, and are responsible for compliance with local laws, to the extent any local laws are applicable. Use of this Website and/or web application and/or purchase of any Games offered by way of this Website from a location outside Ireland may be unlawful under the laws of the applicable jurisdiction pertaining to such conduct and (whether or not unlawful) constitutes a breach of these Terms of Service and may result in, amongst other penalties, immediate termination of Your Contributor Account and Your right to use this Website.

All use by You of this Website is at Your own risk. You assume complete responsibility for, and for all risk of loss resulting from, Your downloading and/or using of, or referring to or relying on the content of or any other information obtained from Your use of this Website. You agree that The Care Trust and providers of telecommunications and network services to The Care Trust will not be liable for damages arising out of Your use or Your inability to use this Website, and You hereby waive any and all claims with respect thereto, and whether based on contract, tort or other grounds.

You agree not to use this Website to engage in any unlawful activities including without limitation, activities which:

- (a) infringe the proprietary or intellectual property rights of The Care Trust and/or its licensors and/or third parties;
- (b) compromise the privacy of others;
- (c) are immoral, illegal or advocating of illegal activity;
- (d) destroy the integrity of any data or other computer based information;

- (e) violate local, state, or national laws of any country;
- (f) reveal trade secrets, unless You own them or have the permission of the copyright owner;
- (g) infringe on any privacy or publicity rights of others;
- (h) impersonate another person.

You also agree not to;

(i) interfere with or disrupt (or attempt to interfere with or disrupt) this Website, web application or servers or networks connected to this Website, or to disobey any requirements, procedures, policies or regulations of networks connected to this Website and/or web application;

(j) provide any information to The Care Trust that is false or misleading, that attempts to hide Your identity or that You do not have the right to disclose;

(k) use the Website, web application or the Interactive System in any manner which could damage, disable, overburden or impair the Website, web application or the Interactive System or interfere with any other party's use and/or enjoyment of the Website, web application or the Interactive System;

(l) attempt to gain unauthorised access to the Website and/or web application or the Interactive System or any accounts, computer systems and networks connected to any The Care Trust Website and/or web application, its facilities and/or services through hacking, Password mining or any other means;

(m) use this Website and/or web application to impersonate any person or entity, or otherwise to misrepresent Your affiliation with a person or entity.

You hereby agree to indemnify and hold harmless The Care Trust against any claims, proceedings and actions taken and all damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action arising as a result of Your breach of this condition or any of the items listed at (a) to (m) above.

Disclaimers

THE WEBSITE (INCLUDING WEB APPLICATION) AND/OR THE INTERACTIVE SYSTEM ARE AVAILABLE TO ALL USERS "AS IS" AND, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE AND/OR WEB APPLICATION AND/OR THE INTERACTIVE SYSTEM ARE MADE AVAILABLE WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE CARE TRUST MAKES NO REPRESENTATIONS, WARRANTIES OR UNDERTAKINGS THAT THE WEBSITE, WEB APPLICATION, THE INTERACTIVE SYSTEM, OR THE SERVER THAT MAKES IT AVAILABLE, WILL BE FREE FROM DEFECTS, INCLUDING, BUT NOT LIMITED TO VIRUSES OR OTHER HARMFUL ELEMENTS. THE CARE TRUST ACCEPTS NO LIABILITY FOR ANY INFECTION BY COMPUTER VIRUS, BUG, TAMPERING, UNAUTHORISED ACCESS, INTERVENTION, ALTERATION OR USE, FRAUD, THEFT, TECHNICAL FAILURE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, OR ANY EVENT OR OCCURRENCE BEYOND THE CONTROL OF THE CARE TRUST, WHICH CORRUPTS OR AFFECTS THE ADMINISTRATION, SECURITY, FAIRNESS AND THE INTEGRITY OR PROPER CONDUCT OF ANY ASPECT OF THE WEBSITE AND/OR WEB APPLICATION. THE CARE TRUST MAKES NO REPRESENTATIONS, WARRANTIES OR UNDERTAKINGS ABOUT THE SERVICE, FACILITIES AND/OR MATERIALS ON THE WEBSITE AND/OR WEB APPLICATION (INCLUDING WITHOUT LIMITATION, THEIR ACCURACY, THEIR COMPLETENESS OR THEIR MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE).

YOU AGREE THAT THE DOWNLOAD OR UPLOAD OF ANY MATERIAL THROUGH THE WEBSITE AND/OR WEB APPLICATION AND/OR THE INTERACTIVE SYSTEM IS PERFORMED AT YOUR OWN DISCRETION

AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OR UPLOAD OF ANY MATERIAL.

ALL USE BY YOU OF THE WEBSITE AND/OR WEB APPLICATION AND THE INTERACTIVE SYSTEM IS AT YOUR OWN RISK. YOU ASSUME COMPLETE RESPONSIBILITY FOR, AND FOR ALL RISK OF LOSS RESULTING FROM, YOUR DOWNLOADING AND/OR USING OF, OR REFERRING TO OR RELYING ON THE FACILITIES OR MATERIALS PROVIDED ON THE WEBSITE. YOU AGREE THAT THE CARE TRUST AND PROVIDERS OF TELECOMMUNICATIONS AND NETWORK SERVICES TO THE CARE TRUST WILL NOT BE LIABLE FOR DAMAGES ARISING OUT OF YOUR USE OR YOUR INABILITY TO USE THE WEBSITE, AND YOU HEREBY WAIVE ANY AND ALL CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACT, TORT OR OTHER GROUNDS.

Limitation Of Liability

To the maximum extent permitted by applicable law, neither The Care Trust nor any of its officers, directors, employees, agents, affiliates or other representatives will be liable for loss or damages arising out of or in connection with Your use of the Website and/or web application or the Interactive System including, but not limited to, direct, indirect, incidental, special or consequential loss or damages, loss of data, loss of income, profit or opportunity, loss of or damage to property and claims of third parties, even if The Care Trust has been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable. In no event shall The Care Trust nor any of its officers, directors, agents, employees, affiliates or other representatives be liable for any loss or damages whatsoever resulting from the statements or conduct of any third party or the interruption, suspension or termination of the Website and/or web application and/or the Interactive System, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent.

Without limiting the foregoing, under no circumstances shall The Care Trust or any of its officers, directors, agents, employees, affiliates or other representatives be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including, without limitation, internet failure, computer equipment failures, telecommunication failures, other equipment failures, electrical power failures, strikes, riots, interactions, civil disturbances, shortages of labour or materials, fires, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, delays, losses, errors or omissions made by the postal or other delivery services or the banking system, or the non-performance of a third party.

The Care Trust does not exclude liability for fraud or for death or personal injury caused by our negligence (or that of our employees or authorised representatives).

In any event, Your sole remedy under these Terms of Service will be the reimbursement to You of the monies paid by You in respect of the relevant Fair Play To You lottery game.

Indemnity

You agree to defend, indemnify and hold The Care Trust (and as applicable, its officers, directors, employees, agents, licensors, subsidiaries, affiliates and any of our third party information service providers) harmless against any and all demands, losses, expenses, damages and costs, including legal costs, and claims made by or liabilities to any third party resulting from any activities conducted under Your account, Your use or misuse of the Website and/or web application and/or or the Interactive System, including but not limited to posting content on the Website and/or web application, entering Games on the Website and/or web application, infringing any third party's intellectual property or other rights, or otherwise arising out of Your breach of these Terms of Service.

Intellectual Property Rights

The information, content, graphics, text, sounds, images, buttons, trademarks, get up, service marks, trade names and logos (the "Materials") contained in this Website and/or web application are protected by copyright, trade mark, database right, sui generis right and other intellectual property laws, under national laws and international treaties.

You are granted a limited licence solely for Your own personal, non-commercial use to refer to, bookmark or point to any page within this Website and/or web application, and to download the Materials contained on this Website to an internet enabled device, and to print a single hard copy of the Materials contained on this Website and/or web application for Your own personal reference, provided however that all copyright, trade mark and other proprietary notices are left intact. The grant of this limited licence is conditional on Your agreement to, and compliance with the Terms of Service. Any other use of the Materials on this Website and/or web application, including any form of copying or reproduction (for any purposes other than those noted above) modification, distribution, re-publication, extraction, re-utilisation, incorporation or integration with other materials or works or re-delivery using framing technology, without the prior written permission of The Care Trust, is strictly prohibited and is in violation of the proprietary rights of The Care Trust.

Other rules may apply to certain software and other items provided as part of this Website and/or web application. Any special rules will be listed as "legal notices" on our Website and/or web application and are incorporated into these Terms of Service by this reference. All software that is made available for downloading from our Website and/or web application ("Software") is protected by copyright and may be protected by other rights. You may only use such Software for the purposes of using this Website and/or web application, and may not copy, reproduce, distribute or create derivative works based on the Software. Except as expressly permitted by applicable law, You agree not to disassemble or otherwise reverse engineer any of the Software for any reason, or permit any third party to do so. The use of such Software may also be governed by the terms in the software licence agreement or applicable "legal notice" accompanying such Software. The downloading and use of such Software is conditional on Your agreement to be bound by the terms of the relevant software licence agreement or designated "legal notice".

Hypertext links to this Website are prohibited without the prior written consent of The Care Trust.

Fair Play To You (and logo) and all other trademarks and logos registered by The Care Trust are trademarks of The Care Trust. All other trademarks, service marks, trade names and logos contained in this Website and/or web application belong to their respective owners.

The Care Trust and/or its licensors (as the case may be) retains all right, title, interest and intellectual property rights in and to the Materials and the Software. Nothing in these Terms of Service shall be construed as conferring by implication, estoppel or otherwise, any licence or right under any copyright, patent, trade mark, database right, sui generis right or other intellectual property or proprietary interest of The Care Trust, its affiliates or any third party.

Availability

Although The Care Trust endeavours to ensure the Website and/or web application and the Interactive System are available during hours as determined by The Care Trust from time to time, there may be occasions when interruption to the Website and/or web application and/or the Interactive System may occur, e.g. to allow maintenance, upgrades and emergency repairs to take place, or due to failure of telecommunications links and equipment that are beyond our control. You agree that The Care Trust shall not be liable to You for any loss incurred by You resulting from the modification, suspension or discontinuance of the Website and/or web application and/or the Interactive System.

Links to other Websites

The Care Trust makes no representations, warranties or undertakings about any content of or information on any other Website referred to or accessed by hypertext link through this Website and/or web application or from which this Website and/or web application is referred to or accessed by hypertext link ("third party site"). The Care Trust does not endorse or approve the content of any third party site, nor will The Care Trust have any liability in connection with any third party site (including but not limited to liability arising out of any allegation that the content of or information on any third party site infringes any law or the rights of any person or entity). No judgment or warranty is made with respect to the accuracy, timeliness or suitability of the content of any third party site, and any and all liability which might arise out of, or in connection with, Your use or reliance on the content of or information on, or the performance of, any third party site is excluded. Nor can The Care Trust guarantee that the controller of any third-party Website will respect Your privacy in the same manner as The Care Trust.

Amendment of Terms

The Care Trust reserves the right to change the content, presentation, performance, use and facilities and availability of any part of this Website and/or web application and/or the Interactive System at its sole discretion and without liability to You, including the Terms of Service and You should check these Terms of Service regularly for any changes.

The Care Trust may:

- (a) change the technical specifications of the Website and/or web application and/or the Interactive System or any portion thereof; or
- (b) suspend the Website and/or web application and/or the Interactive System or any portion thereof for operational reasons such as repair, maintenance or improvement of the Website and/or the Interactive System or any portion thereof or because of an emergency; or
- (c) change the system resource limits applicable to Your use of the Website and/or web application and/or the Interactive System or any portion thereof.

If We change these Terms of Service You will be notified of the changes and the next time You access the Website and/or web application asked whether or not You accept the revised Terms of Service.

Waiver

The failure of The Care Trust to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. The Terms of Service (incorporating the Fair Play To You lottery game Rules and Data Privacy Policy) represent the entire understanding and agreement between You and The Care Trust relating to use of this Website and/or web application, and supersede any and all prior statements, understandings or agreements whether oral or written.

Data Privacy Policy

We respect and protect the privacy of the individuals who access and use this Website and/or web application. For full details of the type of information We collect, how We use it and under what circumstances We disclose information, please read the Data Privacy Policy, which is hereby incorporated into and forms part of these Terms of Service.

Governing Law

The Terms of Service shall be governed by and construed in accordance with the laws of Ireland, and You hereby agree for the benefit of The Care Trust, and without prejudice to the right of The Care

Trust to take proceedings in relation to the Terms of Service before any other court of competent jurisdiction, that the courts of Ireland shall have jurisdiction to hear and determine any action or proceedings that may arise out of or in connection with the Terms of Service, and for such purposes You irrevocably submit to the exclusive jurisdiction of such courts.

PART II – FOR REGISTERED USERS ONLY

To go directly to the page containing all defined terms used herein, please click [here](#).

1. TERMS OF SERVICE

(a) The Terms of Service, the Data Privacy Policy, the Fair Play To You lottery game Rules and the statements and explanations appearing on the applicable Ticket Summary screen constitute the entire agreement between You and The Care Trust in relation to Your Contributor Account and Your playing of Fair Play To You lottery games.

(b) In the event of any conflict or inconsistency between the various documents set out at (a) above, the order of precedence is:

- (i) these Terms of Service;
- (ii) the applicable Fair Play To You lottery game Rules;
- (iii) Data Privacy Policy;
- (iv) the statements and explanations appearing on the applicable Ticket Summary screen.

(c) We may modify or change these Terms of Service and/or any Game Rules from time to time. Any such changes shall be effective from the time that the changed Terms of Service are posted on The Care Trust's Website and/or web application and shall be binding on Contributors. If We change these Terms of Service You will be notified of the changes and the next time You access the Website and/or web application asked whether or not You accept the revised Terms of Service.

(d) You should also note that any changes to these Terms of Service and/or any Game Rules will apply to any procedures in place relating to claiming Prizes, even if You have won a Prize prior to such changes.

(e) We may from time to time limit the activity and/or financial expenditure of any and/or all Contributors. Such limits as may be imposed by The Care Trust at its sole discretion may be varied in respect of any individual Contributor or in respect of all Contributors.

2. CONTRIBUTOR SIGN UP (REGISTRATION)

(A) Sign Up (Registration)

In order to register with Us, We will need certain information from You, including information from which Your identity can be established. You agree to ensure that such information is true, accurate, up to date and is kept complete on an ongoing basis. Your failure to comply with this clause constitutes a breach of these Terms of Service and may result in, among other penalties, immediate termination or suspension of Your Contributor Account and Your right to use this Website. You agree that The Care Trust may take reasonable measures to verify the information You have provided in accordance with the Data Privacy Policy.

(1) Registration Criteria

You may not open a Contributor Account unless and until You:

- (i) are resident in Ireland;
- (ii) are not a Minor (under the age of 18 years);
- (iii) do not already have a Contributor Account; and
- (iv) are an authorised user of a valid debit/credit card, issued by an Irish financial institution, and which has not been reported lost or stolen.

If You do not satisfy these criteria, then You may not proceed with Registration and You may not open a Contributor Account.

The system will establish the Contributor's eligibility to play Games by requiring a Contributor to:

- (a) tick a box confirming he is eighteen years of age or older and a legal resident of Ireland; and
- (b) tick a box confirming he has read, understood and agrees to be bound by the Data Privacy Policy, and these Terms of Service.

The Care Trust reserves the right to refuse to pay a Contributor a Prize payment if the Contributor and/or his debit/credit card no longer meets the criteria set out above.

(2) How to Sign Up (Register)

In order to open a Contributor Account, You will be required to submit certain information to assist Us in verifying whether You are entitled to register, as set out above in Clause 2 (A)(1). The information that You will be required to supply will include, without limitation, Your:

- (a) title, first name, surname;
- (b) address;
- (c) date of birth;
- (d) gender;
- (e) email address, user name and password;
- (f) own security questions ("Log In Hints");
- (g) game entry preferences;
- (h) communication preferences in compliance with GDPR;
- (i) debit/credit card provider, expiration dates, cardholder name, card number and any other relevant details;

Once You complete the Sign Up (Registration) process You will be assigned a Contributor ID number. Please keep a note of Your Contributor ID number, as You will need to refer to it for identification purposes if and when You contact **Help & Support**.

You acknowledge that:

Prizes may be paid by bank transfer to the bank account recorded in Your Contributor Account Profile, upon provision of a copy of Your valid passport or driving licence as proof of Your identity and age;

Prizes may be paid by cheque, stamped "Account Payee Only", to the address specified in Your Contributor Account Profile upon provision of a copy of Your valid passport or driving licence as proof of Your identity and age; and upon provision of satisfactory evidence of address;

Prizes will be paid by cheque, stamped "Account Payee Only", at The Care Trust, following a validation procedure, including but not limited to verification of Your identity and age;

All Prize winners must adhere to the Prize validation requirements set out the Fair Play To You lottery game Rules.

We may ask You for further information both pre and post Sign Up/Registration to verify any aspect of the Sign Up/Registration criteria;

Once We have verified that Your Sign Up/Registration details satisfy our Registration criteria, You will be required to enter a Password, user name and other security information to effect the opening of Your Contributor Account.

(3) Password Security

- (a) In the event that You discover that there has been unauthorised access to Your Contributor Account, You should inform Us immediately by contacting The Care Trust. As You are solely responsible for any and all activities conducted through use of Your Contributor Account, You should ensure that Your Password is kept confidential at all times. You may not permit another individual to

use Your Password and/or Contributor Account and You are liable for any harm resulting from disclosing or allowing disclosure of any Password or from use by any person of Your Password to gain access to Your Contributor Account and for any and all charges under Your Contributor Account, including any unauthorised charges to Your Contributor Account made by way of access to Your Contributor Account using Your Password.

(b) You acknowledge that We may investigate any such unauthorised access to Your Contributor Account. We are not liable to You for any loss or damage You incur arising out of or in connection with such unauthorised access including where the unauthorised access has resulted from Your disclosure of Your Password to third parties, whether by negligence or otherwise.

(c) At no time should You respond to an on-line request for Your Password, except and only when You are prompted by the Fair Play To You website and/or web application in order to gain access to the facilities and/or products and/or services offered by way of this site. If You are in any doubt over any request for Your Password, please contact The Care Trust.

(4) New and Lost Passwords

You may change Your Password at any time by accessing the 'My Profile' section of the Website or web application. In the event that You forget Your Password, We will ask You a reminder question. On answering this question correctly, We will send You a temporary Password to the email address stored on the Interactive System with Your Contributor Account. The temporary Password will allow You access the Website and/or web application where, after You log in using the temporary Password, You will be asked to create a new Password.

(B) Processing of Games-Related Information

We process all information provided by You in accordance with the Data Privacy Policy.

3. OPERATING YOUR ACCOUNT

(A) Accuracy and Updating of Your information

You should ensure that the information that You have provided to Us during Registration or otherwise is accurate and up to date. In the event that You wish to amend or change any such information, You can do so by accessing the 'My Profile' section of the Website.

(B) Your Contributor Account and Play limits

When Your Registration has been successfully completed and Your debit/credit card details have been verified, subject to the provisions of this Clause 3(B), You may make payments in Your Contributor Account via the Website and/or web application.

We will only credit the payments to Your Contributor Account once We have received authorisation from Your financial institution. You may only credit Your Contributor Account up to a maximum value that We may specify from time to time and details of which will be made available on the Website and/or web application. You are not permitted to credit Your Contributor Account with an amount less than a minimum figure which We will also specify from time to time on the Website and/or web application.

In any event, Your expenditure on Fair Play To You lottery games will be subject to a monthly maximum limit of €54. We reserve the right to vary the daily, weekly and monthly maximum expenditure limits on Your Contributor Account from time to time.

(C) Unauthorised Use of Debit/Credit Cards

If You notify Your financial institution that unauthorised use of Your debit/credit card has been undertaken in relation to Your Contributor Account and the financial institution requests that the

relevant sums be returned by The Care Trust to Your financial institution's account (chargeback), The Care Trust will suspend Your Contributor Account and ask You to contact The Care Trust.

(D) Accessing Your Contributor Account and Game History

You may access information in relation to Your Contributor Account by accessing the 'My Account' section of the Website and/or web application. You will also be able to access certain data from the Website relating to Your previous ninety (90) days contributions.

(E) Expiry of Your Debit/Credit Card

If at any time during which You maintain a Contributor Account, Your debit/credit card expires, You should update Your debit/credit card details on the Payment section of the Website with any new debit/credit card details.

(F) Terminating, varying or suspending Your Contributor Account

(1) We may, in our sole discretion, terminate, vary or suspend Your Contributor Account in the following circumstances if:

- (a) Subject to spend limits at 3 (B) above You or a third party acting on Your behalf may register or operate more than one Contributor Account at any one time;
- (b) any information that You provide to Us in order to effect Registration of Your Contributor Account is fraudulent, false, inaccurate, incomplete or not up to date;
- (c) You have committed a material breach of these Terms of Service

(2) We may terminate, vary or suspend Your access to Your Contributor Account, the Interactive System or to the Fair Play To You Game without notifying You in advance if:

- (a) We need to perform essential repair or maintenance work or upgrades on the Interactive System; or
- (b) for any reason, We no longer provide the Fair Play To You lottery game, or other functionalities such as Contributor Accounts or access to the Interactive System; or
- (c) We, in our sole discretion, deem it necessary.

(3) In the event that We terminate Your Contributor Account, We will return any Unutilised Funds to You in accordance with Clause 3(G).

(G) Closing Your Contributor Account

If You wish to close Your Contributor Account, You may do so by accessing the 'My Account' section of the Website or web application. If Your Contributor Account remains unused for a continuous period of more than 365 days then We may suspend and/or terminate Your account. On termination of Your Contributor Account We will then return any Unutilised Funds to You by bank transfer or by cheque, stamped "Account Payee Only", or return by other means, as We may deem appropriate.

We will use reasonable endeavours to contact You, however if for any reason We are unable to contact You, any Unutilised Funds due to You will be available to You for a period of six years after Your Contributor Account has been closed. Any unutilised Funds due to You which have not been claimed within this six year period cannot be claimed by You on expiry of this six year period.

4. FAIR PLAY TO YOU LOTTERY GAME RULES

We strongly recommend that You read the Fair Play To You lottery game Rules before playing any Fair Play To You lottery game. All The Care Trust games and lotteries are subject to and governed by the

Gaming and Lotteries Act, 1956, as amended, and/or these Terms of Service and in using this Website and/or web application You are agreeing to be bound by the provisions thereof.

The Care Trust reserves the right to alter and amend the Terms of Service applying to any Game as required from time to time in order to comply with any applicable legislation and/or rules. Fair Play To You lottery game Rules are posted on this Website and/or web application, and are also available from The Care Trust, College House, 71-73, Rock Road, Blackrock Co. Dublin, A94 F9X9.

(A) Sale of Fair Play To You lottery game entries (Lines)

The cost of entering a Fair Play To You lottery game will be set out in the relevant Fair Play To You lottery game Rules. You can purchase an entry/entries (Line(s)) by using Your registered payment card in Your Contributor Account.

(B) Free Tokens

You may also use FREE TOKENS issued by The Care Trust from time to time in payment or part payment for a Fair Play To You Ticket. The Care Trust will place an amount equivalent to the entry price in the Fair Play To You fund in respect of each FREE TOKEN used.

(C) Restrictions on Purchase and Prize Payment

(1) You acknowledge that the following individuals are not entitled to purchase entries (Lines), nor will any Prize be paid to such individuals:

- (a) any Minor whether acting on his own behalf or on behalf of another person;
- (b) any member of The Care Trust board of directors;
- (c) any officer or employee of The Care Trust other than those employees who purchase entries solely in order to test the Interactive System and, in particular, the Registration process;
- (d) any contractor or subcontractor involved in the development, support and/or maintenance of the Interactive System or Website and/or web application;
- (e) any person prohibited by law;
- (f) any person who holds a Contributor Account on the basis of which they are prohibited from playing the Fair Play To You lottery game or receiving a Prize (including, without limitation, a person whose Account has been suspended or terminated);
- (g) any person who is not permitted to play the Fair Play To You lottery game under the law of Ireland;
- (h) any person who does not meet the criteria set out in Clause 2(A)(1) of these Terms of Service;
and
- (i) such other persons or category of persons as We may determine from time to time.

(2) We reserve the right at our sole discretion to limit the amount of entries available to You or to refuse to sell any entries to You.

(3) The Care Trust may, at its sole discretion, limit the entries playable by, or refuse to sell entries to, any person or persons without giving reasons, but which may include circumstances in which, in its view, that person or persons is or are participating in a manner which it deems to be interfering with other Contributors' or potential Contributors' reasonable access to the relevant Game(s).

(D) Play Method for a Fair Play To You lottery game

(1) The play method for each Fair Play To You lottery game is that indicated on the Website and/or web application and in the relevant Rules and the Ticket Summary screen for the lottery game.

(2) You may not enter into any agreement for the issue of an entry (Line) or entries (Lines) (or for the giving of a Prize) otherwise than in accordance with these Terms of Service and any applicable lottery game Rules.

(E) Termination of Game

(1) We may at any time, at our own discretion, announce that the Fair Play To You lottery game or a Fair Play To You Series is to be terminated.

(2) We will display any termination dates for the lottery game and/or Series on the Website and/or web application. Each notice will contain the following information: -

(a) the termination date for the Fair Play To You lottery game and/or the Fair Play To You Series; and
(c) the closing date within which Prizes can be claimed in respect of that lottery game or Series (where relevant).

(F) Publicity

We will not publicise any details of any Prize winner without obtaining the prior consent of that person.

(G) Prize Validation Exceptions

(1) Notwithstanding the fact that The Care Trust will make all reasonable efforts to contact each Prize winner and effect payment of prizes, before any Prize can be paid it must be validated in accordance with our Prize validation requirements as set out in Clause 4.

Without prejudice, We reserve the right to declare a Prize claim invalid, and not to pay any Prize if:

(i) the Prize claim is the result of an act perpetrated by a Claimant or other person which was intended to increase the chances of that Claimant and/or other person winning a Prize in that Game above those enjoyed by other Contributors of the Game, [or to increase that Prize]; or

(ii) the Prize claim is counterfeit, has been forged in whole or in part or fails to pass the The Care Trust's confidential validation and security tests; or

(iii) the Prize claim is not received by Us within the relevant time limit (12 months from the month of the relevant Fair Play To You Series) for claims; or

(iv) the details of the Contributor ID and entry/Line does not appear on our file of Valid Winning Plays or the relevant Prize in relation to the Valid Winning Play with Contributor ID has been paid previously; or

(v) the details associated with the Contributor ID Line of a Prize claim do not match our file relating to that Fair Play To You Series; or

(vi) We reasonably believe that a claimed Prize was purchased by a person prohibited under the Rules from purchasing entries/Lines; or

(vii) We reasonably believe that the person claiming the Prize is not the owner of the relevant Contributor Account or his duly authorised representative or that the information provided by the person claiming the Prize is incomplete or has been altered or tampered with; or

(viii) We have not issued or sold the entry/Line; or

(ix) the entry is not a legitimate entry/Line; or

(x) the entry details or any other unique feature of the Prize claim do not correspond precisely with those on the System in respect of the Fair Play To You Series to which the Prize claim relates and/or the Prize claim is defective, in whole or in part in any other way;

(2) You are only entitled to claim the Prize(s) for which the Valid Winning Play is eligible and not any other Prize or any otherwise unclaimed Prize for that Series.

(3) We reserve the right to withhold payment of a Prize until We are entirely satisfied as to the validity of an entry/Line and that You have not breached any of these Terms of Service and have complied in all respects with the Game Rules, and We reserve the right to call for proof of entitlement to a Prize (including, without limit, proof of identity, age and capacity to claim) and to recover a Prize already incorrectly paid.

(4) We reserve the right to photograph You or any Claimant for security purposes.

(H) Responsibility for Entries into the Fair Play To You lottery game.

(1) You are responsible for the safe custody of any information required to make a claim on a particular entry including, without limitation, the relevant entry Number. Failure by a Contributor to produce such Identification Information as We require on claiming a Prize will result in refusal by The Care Trust to pay the Prize.

(2) You are responsible for checking that, in the event You receive a Prize, the monetary amount You receive is equivalent to that Prize.

(I) Prize Payment

(1) Your eligibility to win a Prize is subject to the Prize Validation Exceptions described at Clause 4(G).

(2) Subject to the provisions of these Rules:

(a) We will pay Prizes by means of bank transfer to Your nominated bank account upon verification of identity and proof of age (i.e. copy of valid passport or driving licence) or;

(b) by cheque, stamped "Account Payee Only", which will be posted to the address specified in Your Contributor Account upon verification of identity and proof of age (i.e. copy of valid passport or driving licence) or;

(c) by cheque, stamped "Account Payee Only", which will be delivered in person to You upon verification of identity and proof of age (i.e. copy of valid passport or driving licence) or;

(d) The Care Trust will reserve the right to request verification of identity and proof of age documentation at any time from any applicant or Contributor and will close an account and return any unutilised funds in the account in the event that an applicant or Contributor, subsequent to registration, is identified as underage;

(f) If any Prize remains unclaimed after 60 days We will use reasonable endeavours to contact You, however if for any reason We are unable to contact You, the Prize not claimed within 12 months from the month of the relevant Fair Play To You Series in the manner specified in these Terms of Service shall, at the discretion of The Care Trust, be forfeited.

(J) Payment to Prize Winners in Person and/or by Post

(1) Without prejudice to clause 4 (I), We reserve the right to pay Prizes bank transfer, by cheque and/or by any other method that We may approve from time to time. All cheques will be stamped "Account Payee Only".

(2) We are not liable to You where a third party has claimed a Prize by impersonating You or by otherwise assuming Your identity.

(3) Under no circumstances will any confirmation that You have purchased an entry be evidence that You are entitled to a Prize.

(4) We reserve the right, at our option, to withhold or recover Prizes (as appropriate) in the following circumstances:

- (a) where You are not entitled under law or under these Terms of Service to that Prize; or
- (b) Your Prize claim is invalid or defective in any other way; or
- (c) any Prize is defective in any way.

In such circumstances, We may undertake appropriate investigations and, in the event that We determine that You are lawfully entitled, to the relevant Prize, We shall pay the relevant amount to You in accordance with the provisions of clause 4 (I) without any interest provisions.

(K) Payment to Persons Under a Legal or Other Disability

We will make any relevant payments required under these Terms of Service to Your duly authorised representative if You are under a legal or other disability.

We may apply to a court of competent jurisdiction to determine the lawful payee in any particular case.

5. GENERAL

(A) Provision and use of Contributor Equipment

(1) You must provide all relevant equipment and technology necessary to play the Fair Play To You lottery games, access Your Contributor Account and the Website and/or web application. We shall not be liable to You for any failure by You to provide such equipment.

(B) Other Jurisdictions

You acknowledge that there are certain jurisdictions within which it is unlawful to convey the Fair Play To You lottery games and You warrant and undertake that You are not located in any such jurisdiction while playing any Game. In the event that We discover that You have played any Game while located in a jurisdiction in which such Game Play is unlawful, We will immediately terminate Your Contributor Account.

(C) Use of Content

(1) Copyright and all other intellectual property rights, and any trademarks to and in the Website and/or web application, the Interactive System and the Games vest in The Care Trust and We retain all right(s), title(s) and interest(s) and intellectual property right(s) in such materials.

(2) You acknowledge that Your use of the Website and/or web application and any of its facilities and/or services are for Your personal and non-commercial use only. In particular, You agree not to copy, modify, transmit, display, produce, re-produce, licence, publish, create derivative work from, transfer or sell any information, software, products and services contained on or forming part of the Website and/or web application, the Interactive System or the Fair Play To You lottery games. You agree, to the maximum extent permitted by law, not to reverse engineer or decompile (either in whole or in part) any software used in connection with the Website and/or web application and/or the Games.

(D) Warranties and Indemnities

You warrant and undertake that You will only use Your Contributor Account, play the Fair Play To

You lottery games or otherwise use the Website in accordance with these Terms of Service and, in particular, You will not:

(a) use the Website and/or web application or any of the services available via the Website and/or web application in any manner that could damage, disable, overburden or impair the Website and/or web application, the System or the Fair Play To You lottery game, or interfere with any other party's use of this Website and/or web application, the System or the Fair Play To You lottery game;

(b) use the Website and/or web application to transmit, access or receive any obscene, pornographic, threatening, racist, abusive, unlawful, libellous, or defamatory content or any content which is in breach of any intellectual property right or might otherwise be objectionable; and

(c) use the Website and/or web application to hack into any computer system or otherwise gain unauthorised access to that system, deliver, spam or chain mails or other junk mail, or to facilitate or operate any pyramid scheme;

You agree to indemnify and hold harmless The Care Trust and (as applicable) its officers, directors, employees, agents, subsidiaries, affiliates, suppliers or other representatives, against any and all claims, demands, losses, expenses, damages and costs, including legal costs, however arising, resulting from any violation or breach by You of Clause 5(D).

(E) Liability

(1) Nothing in these Terms of Service shall exclude or limit any person's liability for (a) fraud; (b) death or personal injury caused by its negligence.

(2) You acknowledge that there may be circumstances in which We may declare an entry or Game to be defective. In such circumstances, Your relevant entries to that Game and all relevant Prizes that You have won shall be void and We shall either:

- (a) give You an opportunity to make another entry of equivalent price; or
- (b) refund You the sums paid by You in purchasing the defective Play or claimed Play.

(3) You do not have the right to cancel an entry and no refunds will be given in any circumstances.

(4) You acknowledge that We are not liable to You under or in connection with these Terms of Service for the following losses or damage (even if reasonably foreseeable):

(a) economic loss, including, all loss of profits, business, revenue, goodwill or anticipated savings; and

(b) direct, special, indirect or consequential loss.

(5) In addition, You acknowledge that We are not liable to You for any event that is beyond our reasonable control, including an act of God, war, riot, civil commotion, malicious damage, robbery, death or serious illness, strike or industrial disputes, or accident, fire, flood or storm, (including in the case of each of the foregoing in relation to our employees or sub-contractors).

(F) Our decisions are binding

(1) The Care Trust's decisions as to whether or not an entry is a Valid Winning entry or in respect of any other matter or dispute arising from the payment or awarding or non-payment or non-awarding of Prizes is final and binding on You and upon all Contributors and/or any other person or persons having any interest in the matter or dispute.

(2) Subject to Clause 5(E)(2), Your sole remedy in respect of any breach by Us of these Terms of Service shall be, at our option, either to reimburse the cost of the disputed entry, or to replace the disputed entry with an entry of equivalent price.

(G) Miscellaneous

(1) Contributors may not assign (in whole or in part) their obligations under these Terms of Service. Any breach of the prohibition on assignment may result in the use of a Contributor's Account, the provision of Games and/or access to the Interactive System being terminated by The Care Trust forthwith. The Care Trust may assign these Terms of Service in whole or in part to any third party at its sole discretion.

(2) These Terms of Service and the rights and obligations of The Care Trust and Contributors set out herein shall be governed by and construed in all respects in accordance with the laws of Ireland and You hereby submit to the exclusive jurisdiction of the Irish courts.

(3) In these Terms of Service where the context admits: -

(a) References to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification).

(b) References to the singular include the plural and references to the plural include the singular; and references to the male include the female and references to the female include the male.

(4) The Care Trust is entitled, in its absolute discretion, to waive certain technical or contractual non-compliance by a Contributor. The Contributor in such circumstances will be bound by The Care Trust's decision which will be final. Neither that Contributor nor any other Contributor shall be entitled to bring proceedings against The Care Trust in such circumstances notwithstanding any consequential financial or other ramifications or alleged ramifications for the Contributor or any other Contributor. Each Contributor acknowledges that The Care Trust's discretion in this regard is required to permit The Care Trust to operate a flexible business model notwithstanding any breach or alleged breach of the Terms of Service by any Contributor.

(5) Please address all enquiries relating to these Terms of Service to The Care Trust, College House, 71-73 Rock Road, Blackrock Co. Dublin, A94 F9X9.

(6) A copy of these Terms of Service, the Data Privacy Policy and Fair Play To You lottery game Rules may be obtained by telephoning The Care Trust at 01 – 200 0060, by writing to The Care Trust, College House, 71-73 Rock Road, Blackrock Co. Dublin, A94 F9X9, by email to thecaretrust@give.ie or by downloading a copy of the Terms of Service and Fair Play To You lottery game Rules from the Website www.fairplaytoyou.ie.

Contact Numbers and Addresses

Telephone Enquiries

Phone: 01-200 0060

Complaints or comments should also be directed to the above number.

The Care Trust Headquarters and Postal Enquiries

The Care Trust, College House, 71-73 Rock Road, Blackrock Co. Dublin, A94 F9X9

Email for support: thecaretrust@give.ie

Website: www.fairplaytoyou.ie

DEFINITIONS

The following words have the following meanings in these Terms of Service:

Central Computer System means the computer system(s) operated by, or on behalf of the The Care Trust from time to time which contain a record of all Lines, Plays, Entries made in relation to the Fair Play To You lottery game;

Claimant means a Contributor who submits a claim for a Prize payment within the applicable claim period as specified in the relevant Rules;

Contributor Account means a Contributor's on-line account held on the Interactive System which contains a Contributor's personal information and all other relevant details necessary to enter a Game;

Contributor or **You** or **Your** means a person who plays Games via the Website and/or web application and, for the avoidance of doubt, has satisfied the various Contributor criteria as set out in the Terms of Service;

Contributor ID means the 8-character identifier used by a Contributor to identify himself when accessing and using certain areas of the System;

Data Privacy Policy means the policy established by The Care Trust in respect of the use and storage of a Contributor's personal information (as amended from time to time);

Draw or **Drawing** means the process which is used to randomly select a set of Winning Bonus Numbers, in Lotto, Lotto Plus 1 and Lotto Plus 2.

Effective Date means the first day of operation of this Licence as approved by the District Court.

Entry (Line) means, in relation to the Fair Play To You lottery game an interaction by a Contributor with that Game, which may yield a Prize, which must be purchased in advance of participating in a Game and as described in the 'Game Entry Mechanism' of the relevant Game Rules;

Fair Play To You Website and/or web application means The Care Trust interactive Game Website and/or web application, which is accessible through the URL www.fairplaytoyou.ie

Financial Transaction History means the previous 90 days financial information relating to a Contributor Account;

Game means the Fair Play To You lottery game which is accessible through the Website and/or web application, and which may only be played in accordance with the applicable Fair Play To You lottery game Rules;

Games-Related Information means a Contributor's transaction history, Game history and any information The Care Trust requires a Contributor to submit to it via the Website and/or web application before providing that Contributor with access to the Game which may include, without limitation, the Contributor's name, user name, Password, debit/credit card details, security information, address details, Identification Information, email address, date of birth and gender;

Game Rules means any rules or conditions issued by The Care Trust in relation to the Fair Play To You lottery game, which are additional to these Terms of Service and are hereby incorporated by reference;

Help & Support means The Care Trust's registration and customer services helpline, contact details of which are set out in the "Frequently Asked Questions" section of the Website and/or web application;

Identification Information means any information that The Care Trust requires to verify the identity of a Claimant including, but not limited to, copy of passport, driving licence, utility bills;

Interactive System or System means the system (accessible via the Website and/or web application) established and operated by The Care Trust for the purpose of registering Contributors, administering Contributor Accounts, facilitating entries, holding Games-Related Information and paying Prizes;

Licence means the Licence granted to The Care Trust Designated Activity Company to hold the lottery, issued by the Dublin District Court under the Gaming and Lotteries Act, 1956, as amended.

Line (Entry) means, in relation to the Fair Play To You lottery game an interaction by a Contributor with that Game, which may yield a Prize, which must be purchased in advance of participating in a Game and as described in the 'Game Entry Mechanism' of the relevant Game Rules;

Minor means any individual below the age of 18 years;

Password means the alphanumeric identifier used by a Contributor to identify him/herself when accessing and using certain areas of the System;

Prize Validation Exceptions mean exceptions to The Care Trust's Prize validation requirements as set out or referred to in the Terms of Service and as may be amended by The Care Trust from time to time;

Prize means a prize won by a Contributor from an entry in a Game and which has been validated on the Interactive System and is in accordance with these Terms of Service;

Prize Tier(s) means the prizes available in the Game as set out in the 'Determination of Prizes' in the applicable Game Rules;

Prize Validation Exceptions mean exceptions to The Care Trust's Prize validation requirements as set out or referred to in the Terms of Service and as may be amended by The Care Trust from time to time;

Registration or Sign Up means the registration process which prospective Contributors must complete in order to open a Contributor Account;

The Care Trust or We or Us or The Care Trust means The Care Trust Designated Activity Company;

The Care Trust Headquarters means the principal administrative offices of The Care Trust;

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

Ticket Summary screen means the screen on the Website setting out information relating to a Game;

Valid Winning Entry (Line) means a winning entry which meets all the Prize validation requirements as set out in the Fair Play To You lottery game Rules and these Terms of Service.