



**GAME RULES**

**FOR**

**6 OF 49 SMS LOTTERY**

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## CONTACT

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## 1. INTRODUCTION

1.1. National Sports Lottery Limited is licensed by the Federal Government of Nigeria in accordance with the Lottery Act of 2005 to conduct and promote lotteries nationally throughout Nigeria. NSL Plc has developed the following rules which will apply to the Lotto Game played via the mobile phones (SMS play)

## 2. DEFINITIONS

2.1. The following words and terms, when used within these Rules, shall have the following meanings, unless the context clearly indicates otherwise:

<b>"Bet Line Entry"</b>	This is the complete bet including the Game Type, Game Keyword, Number Selection and the Quick Pick option.
<b>"Cancelled Draw"</b>	Means any Draw which does not take place by reason only of the expiry, suspension or revocation of NSL's Licence under the Act.
<b>"Claim Form"</b>	Means the printed form issued by NSL PLC which a Player must complete in the event of a high tier win
<b>"Claimant"</b>	Means a person who submits a claim for a Lotto Nigeria prize within the applicable claim period as stipulated by these Rules.
<b>"Defective Token"</b>	Means a Wager Identifier which is illegible due to defective GSM LCD screen.
<b>"Draw"</b>	Means the process which is used to randomly select a set of Winning Numbers.
<b>"Drawing Machine"</b>	A device used by NSL PLC to select a set of Winning Numbers.
<b>"Electronic Ticket"</b>	Means the NSL PLC Virtual Receipt
<b>"SMS Lottery Wager"</b>	Means the unique number allocated by the Central System which is responsible for issuing a Wager Identifier.
<b>"Game"</b>	Means the Lotto Nigeria lottery game
<b>"Lottery or Lotteries"</b>	Includes any game, scheme, arrangement, system, plan, promotional competition or device for the distribution of prizes by lot or chance, or as a result of the exercise of skill and chance, or based on the outcomes of sporting events, or any other game, scheme, arrangement, system, plan, competition or device, which the National Lottery regulatory Commission may by notice in the Gazette declare to be a Lottery, and which shall be operated according to a Licence.
<b>"The Act"</b>	Means National Lottery Act, 2005

<b>"Lotto Nigeria"</b>	The registered Trade Mark of NSL PLC's numbers game where players select six numbers from the numbers 1 – 49 inclusive.
<b>"Main Numbers"</b>	The six numbers randomly selected at a Draw from the range 1-49 inclusive.
<b>"Minor "</b>	An individual younger than 18 years of age.
<b>"Game Line"</b>	Means a grid of numbers between 1 and 49 and an identifying and associated letter which together constitute a single entry in Lotto Nigeria.
<b>"NSL PLC Virtual Receipt"</b>	This is the token returned by the Central System which includes the game and, Wager Identifier, game entered, date of draw and the player selection.
<b>"Return Text Acknowledgn"</b>	As above
<b>"Player"</b>	A member of the public aged 18 years or over who purchases a Ticket.
<b>"Selection"</b>	Means one set of six numbers between 1 and 49 chosen by a Player and recorded on a Ticket.
<b>"Terminal"</b>	Means the computerised device which allows Wager Identifiers be validated.
<b>"Winning Numbers"</b>	Means the Main Numbers used to determine the winning entries.

### 3. LOTTO NIGERIA DRAW

- 3.1. The Lotto Nigeria Draw will take place once per week on Saturday at 8:30 pm or such other days as may be specified by NSL PLC. In each Draw seven (7) balls will be drawn at random from a Drawing Machine containing forty five (49) balls numbered 1 to 49. The first six (6) numbers drawn are the Main Numbers Numbers are deemed to be drawn when a ball rests in the display section at the front of the Drawing Machine. All Draws will be conducted in the presence of an independent auditor.
- 3.2. The Winning Numbers of the Draw shall be those drawn and recorded in writing immediately following the Draw by the auditor as described in Rule 3.1 above.
- 3.3. In the event that any Draw is declared invalid in accordance with the procedures applicable to it, or is interrupted due to equipment failure, another Draw will be conducted to determine the Winning Numbers. Any numbers previously drawn will remain valid, and only the selection of the remaining balls will take place.
- 3.4. In the event that the Draw cannot take place on the advertised date or at the time fixed, it shall take place as soon as practicable thereafter.
- 3.5. All Draws will, as far as practicable, be broadcast/conducted live and will be recorded on a video tape which will be retained by NSL PLC.

Failure by NSL PLC to record the draw or retain the tape, or the partial or total failure of technical, electronic, or mechanical equipment used to record or broadcast the Draw, will not invalidate the Draw.

- 3.6. NSL PLC shall have no obligation to make any payment against an incorrectly announced number at a Draw. In such an event, the auditor shall confirm the correct numbers as recorded in Rule 3.2.

#### 4. PLAYING LOTTO NIGERIA.

- 4.1. Each Game Panel has a cost of ₦100 (one hundred naira) inclusive of VAT at 5%.
- 4.2. A Player may use a GSM telephone to play a minimum of one Game, which provides one chance to win a prize.
- 4.3. A Player must first confirm the Lotto Nigeria game to be entered into. He/she must enter establish the "Game Type" which is "**Lotto**", this can be in either upper or lower case characters. This should be followed by a space
- 4.4. The next entry is the "Game Keyword" which is "**S**" for Saturday or "**W**" for the Wednesday draw. This should be followed by a space
- 4.5. A Player must then enter a "Number Selection" of six (6) from the numbers 1 to 49 inclusive, for each Game entry. The numbers "03" or "3" are valid selections for example. Each number must be followed by a space.
- 4.6. If the Player wishes to utilise the Quickpick facility which randomly generates 6 (six) numbers, this must follow the "Game Type" and is denoted by the letter "**QP**". This step is optional and must only be used after the Game Type" and "Game Keyword". If chosen, this should be followed by a space
- 4.7. There will be only one game entry for each set of six numbers chosen.
- 4.8. The completed SMS Lotto Wager is sent by SMS to 35777.
- 4.9. A SMS Wager Acknowledgment will be received from the Central System and will include the price of the SMS Lotto bet including VAT, draw date and time of purchase, valid draw date for bet, Wager Identification.
- 4.10. Where the numbers sent are below 6 (Six), the Central System" will deliver the following SMS message "TOO FEW NUMBERS GIVEN".
- 4.11. Where too many numbers are given, the first six (Six) numbers will be accepted by the Central System.
- 4.12. Where there are identical numbers selected, the system will respond with a SMS message "DUPLICATE NUMBERS GIVEN"

- 4.13. If the Terminal rejects the wager ID, the entry is not valid.
- 4.14. Wagers can be placed through SMS 24 hours a day on Monday to Friday and up to 30 minutes before the Draw on Saturday evening. The system will close for the conduct of the Draw and will not start selling Tickets or paying prizes until the following morning at 06.00.

## **5. CANCELLATION OF A ELECTRONIC TICKET**

- 5.1. An SMS Lottery Wager once placed cannot be cancelled.

## **6. ELECTRONIC TICKET VALIDATION REQUIREMENTS**

- 6.1. Before a prize may be paid on any entry, it must be validated according to NSL PLC's validation procedures. NSL PLC's decision as to whether or not the entry is valid shall be final and binding. Without prejudice to the generality of the foregoing, NSL PLC shall be entitled to declare a Wager Identification invalid, and accordingly shall not be obliged to pay any prize, if:
- 6.1.1. The Wager Identification is counterfeit, has been forged in whole or in part or fails to pass the security test appropriate to the method of play.
  - 6.1.2. The face of the GSM handset is illegible, and/or the Return Text Acknowledgment is incomplete.
  - 6.1.3. The Wager Identification of an apparent winning Ticket does not appear on NSL PLC's list of Serial Numbers of Winning Tickets or a Valid Return Text Acknowledgment with that Serial Number has been paid previously.
  - 6.1.4. The Return Text Acknowledgment does not appear on NSL PLC's list of Tickets sold for entry to the particular Draw, kept on NSL PLC's central computer, or the Return Text Acknowledgment data fails to match the computer record of that entry in every respect.
  - 6.1.5. Any number on the Return Text Acknowledgment is not present in its entirety or is not fully legible.
  - 6.1.6. The Return Text Acknowledgment has not been issued or sold in an authorised manner by NSL PLC.
- 6.2. A Return Text Acknowledgment shall be the only valid proof that an entry was made in a Draw and a Valid Winning Return Text Acknowledgment shall be the only valid instrument for claiming a prize.
- 6.3. A Claimant shall be entitled to claim only the highest tier of prize for which the validated Return Text Acknowledgment is eligible and not any lesser prize category or any otherwise unclaimed prize in the particular Draw or prize pool.

- 6.4. NSL PLC reserves the right to withhold payment of any prize until it is entirely satisfied as to the validity of any Ticket and the Claimant's bona fides, and reserves the right to call for proof of identity and eligibility to claim.
- 6.5. NSL PLC reserves the right to photograph any Claimant for security purposes.

## **7. DISPUTED ELECTRONIC TICKETS**

- 7.1. If a dispute arises between NSL Plc and the owner or Claimant of a GSM handset which appears to have a Lotto Return Text Acknowledgment as to whether a Return Acknowledgment Text is a Valid Winning entry, and the prize claimed has not been paid, NSL Plc may, at its discretion, reimburse the cost of the Lotto SMS entry. This shall be the owner of the Claimant's sole and exclusive remedy, and such reimbursement or replacement shall fully discharge NSL Plc from any liability in respect of such dispute. However, NSL Plc will not be liable for any claim without an acknowledgement as this is the only valid evidence of play.

## **8. PRIZE CLAIM PERIOD**

- 8.1. Lotto Nigeria prizes must be claimed no later than 21:00 hrs on the 180th day after the Draw date in which the Ticket has won a prize. Any prize not claimed within this period will be forfeited. If a prize is claimed by post, NSL PLC must receive the Ticket and Claim Form at the address shown on the reverse of the Ticket within this period. Claim Forms are available at all Lotto Nigeria Super Playstations or direct from NSL PLC.

## **9. RESPONSIBILITY FOR ELECTRONIC TICKETS**

- 9.1. It shall be the sole responsibility of the Player to verify at the time of purchase that the details recorded on the Bet Line Entry in terms of the Selection(s), Game Keyword(s), Game Type(s) and Number Selection(s) correspond with those required by the player.
- 9.2. The bearer of a GSM telephone with a SMS Wager Acknowledgment which has been issued in accordance with these Rules shall be deemed the owner thereof for the purposes of these Rules. The Player will be responsible for the safe custody of any Ticket.
- 9.3. NSL PLC will not be responsible for loss, theft, or destruction of any data on a GSM handset insofar as the Player is solely responsible under Rule 10.2 above or for any loss of whatever nature suffered or incurred by any person as a result of any such event or condition affecting a GSM handset.
- 9.4. The Player is solely responsible for claiming the full value of a prize to which he/she is entitled from a Lotto Nigeria Super Playstation.

## **10. PURCHASE AND PRIZE RESTRICTIONS**

- 10.1. No Ticket may be purchased by or prize paid to any Minor whether acting on his own behalf or on behalf of another person.
- 10.2. If not withstanding Rule 10.1 above a prize is paid to a Minor, such prize shall be repayable to NSL PLC upon demand.
- 10.3. Entry to the Lotto Nigeria GSM Game may only be lodged with NSL PLC through the use of a GSM device. Players must not use or seek to use immobile equipment that can not readily be inspected by NSL PLC's representatives.

## **11. DISSEMINATION OF WINNING NUMBERS INFORMATION**

- 11.1. The results of each Draw will be issued by NSL PLC to the national media and may also be published in such other manner as NSL PLC from time to time may determine and will also be made available through authorised NSL PLC vendors or at Agent Outlets as soon as practicable after each Draw. The information made available and disseminated will be:
  - 11.1.1. The date of the Draw
  - 11.1.2. The Winning Numbers
  - 11.1.3. The prize amount payable in each prize category
- 11.2. The dissemination and publication of Winning Numbers by telephone, in the media and at the Agent Outlets is for information purposes only, and NSL PLC will not pay a prize based upon information obtained from winning number information telephone lines or any other source other than the official Draw results recorded as in Rule 3 above and electronically recorded in the NSL PLC's central computer system.

## **12. PAYMENT OF PRIZES AND CLAIM FORMS**

- 12.1. All Lotto Nigeria prizes will be paid in accordance with NSL PLC's procedures.
- 12.2. Prizes over ₦5,000 can only be paid in person to the Claimant or a duly authorised representative at a Lotto Nigeria Prize Payment Centre after completion of a Claim Form and an identity check.
- 12.3. NSL PLC reserves the right, at its discretion, to require the completion of a Claim Form in any other case.
- 12.4. A Claim Form must be completed in the name of only one owner of a Valid Winning Ticket. However, NSL PLC may exceptionally and at its sole

discretion, waive this requirement in respect of a particular prize claim, such waiver to be in writing and subject to such terms and conditions as NSL PLC shall require.

- 12.5. All Claim Forms shall be completed and signed by the Claimant or his/her legally authorised representative.
- 12.6. NSL PLC may refuse to process for payment any Claim Form which is incomplete.
- 12.7. If a Claimant is unable to complete a Claim Form due to legal, physical, or other disability, a duly authorised representative of the Claimant shall complete and sign a Claim Form on the Claimant's behalf.
- 12.8. The Claim Form must state the name of the Claimant and/or the authorised representative and describe the status of the signatory; if not the Claimant. NSL PLC reserves the right to request evidence of the legal capacity of the authorised representative to claim.
- 12.9. If the person signing the Claim Form is a personal representative of the estate of a deceased Player, that person shall submit with the Claim Form such documentation as NSL PLC shall in its discretion deem sufficient to properly establish such representative's entitlement to receive the relevant prize.
- 12.10. Payment of the prize to the person shown on the Claim Form as the Claimant or his/her duly authorised representative shall fully and effectively discharge NSL PLC, its officers, employees representatives, contractors and any person, firm, company authorised by NSL PLC to pay Lotto Nigeria prizes from any further liability for payment of that prize.
- 12.11. A person who signs a Claim Form shall be deemed to have represented that he/she is lawfully entitled to claim the prize, the information contained therein is accurate and complete, and shall indemnify NSL PLC against any claims with respect to the Ticket or delivery of the prize as result of any misrepresentation.
- 12.12. In the event of any inconsistency in the information submitted on the Claim Form and/or on the SMS Wager Acknowledgment or for any other reason at its complete discretion, NSL PLC may investigate and withhold all winnings which may be due to the Claimant (or make a payment into court) until such time as the Claimant satisfies NSL PLC that he/she is the proper person to whom the prize should be paid.
- 12.13. NSL PLC shall not be responsible or liable to any person claiming an interest of whatever nature in a lost or stolen GSM handset as a result of the payment of a prize to the bearer of a stolen GSM handset, or to the person purporting to be the owner of the handset at issue, whether or not advice of the loss or theft had been notified to NSL PLC prior to payment of the prize. Without prejudice to the above, NSL PLC shall use its best endeavors to carry out and ensure that any NSL PLC representative or other person responsible for payments of prizes shall carry out such identity checks and other security measures as NSL PLC shall in its

discretion from time to time deem reasonable and appropriate in relation to payment of any particular prize amount.

- 12.14. In the event that NSL PLC in its absolute discretion, believes that the bearer of a GSM handset (in which a valid and winning set of number appears, is presented for payment and who has completed a Claim Form) is not the rightful owner thereof or lawfully entitled thereto, it shall be entitled to withhold payment of any prize winnings pending the outcome of all appropriate checks and enquiries.
- 12.15. NSL PLC shall not be liable to make payments of any prize on a set of Winning Numbers which it knows or suspects has been resold or otherwise transferred by way of trade.
- 12.16. NSL PLC shall not be liable to pay interest on any winnings in respect of any period during which security or other relevant checks or enquiries are in process regarding any Ticket presented for payment by a Claimant, or during any period in which a dispute relating to the validity of a Ticket or a claim has not been resolved
- 12.17. NSL PLC may apply to a court of competent jurisdiction to determine the lawful payee in any particular case.
- 12.18. Save as provided above, the right of any person to a prize shall not be assignable.
- 12.19. Under no circumstances shall any prize be payable by way of goods or services in lieu of cash, cheque, or electronic transfer.

### **13. GENERAL**

- 13.1. Any person who purchases an entry to the GSM game or submits a "Return Text Acknowledgment" for validation or who claims a prize in whatever capacity, agrees to be bound by the provisions of the Act, any regulation made thereunder; and by the provision of these Rules as amended from time to time by NSL PLC in respect of Lotto Nigeria.
- 13.2. Each prize-winner is deemed to acknowledge that if and to the extent that NSL PLC is legally obligated to provide a third party with details of any prize claimed by or on behalf of, or paid to the prize-winners, NSL PLC shall be entitled to do so.
- 13.3. NSL PLC may amend, modify, or otherwise change these Rules. Such amendments, modifications or changes shall be applicable with effect from their introduction and shall be applicable to prior Games so far as they relate to claim and prize payment procedures.
- 13.4. These Rules, the conditions and explanations appearing on NSL PLC's web site and available from all Super Playstation, and such other conditions as are established, constitute the contractual rights and obligations of NSL PLC to owners of "Return Text Acknowledgment and Claimants with respect to the game of Lotto Nigeria. In the event of a discrepancy or inconsistency between these Rules and the conditions and

explanations appearing on a Ticket or such other conditions as are established by NSL PLC, these Rules shall prevail.

13.5. Where the context so requires, in these Rules the neuter gender shall include the feminine or masculine gender and vice versa and the singular shall include the plural and vice versa.

13.6. In the event that any provision of these Rules, of the conditions and explanations appearing on a Ticket or of such other conditions as are established by NSL PLC are determined by a court of competent jurisdiction to be void or unenforceable, such determination shall solely affect such provision and shall not, in itself, render void or unenforceable the remaining provisions hereof.

#### **14. LIMITATION OF LIABILITY**

14.1. A Super Playstation Centre is authorised to pay prizes in respect of Valid Winning "Return Text Acknowledgment(s), and in relation to Lotto Nigeria in accordance with these Rules to display and/or have available information produced by NSL PLC in respect of Lotto Nigeria.

14.2. NSL PLC shall not in any circumstances be liable for any loss of whatever nature, including but without limitation, indirect or consequential loss, suffered or incurred by any Player, any bearer or owner of a Return Text Acknowledgment, any Claimant or any other person arising from the withdrawal of any Game or from the participation or non-participation of any person in any Game, including the loss, for whatever reason, of the chance to participate in such Game. In particular, but without prejudice to the generality of the foregoing, NSL PLC shall not be liable to any person in the event of force majeure.

14.3. NSL PLC shall have the right to suspend or withdraw and/ or to suspend the play of any Game from at its absolute discretion at any time on account of:

14.3.1. the failure of, or damage or destruction to NSL PLC's central computer system or records, or any part thereof, or;

14.3.2. delays, losses error or omissions in or made by the telecommunication companies used or other delivery service or by the banking system, or;

14.3.3. any other action or event which prevents or hinders the issue of a valid Return Text Acknowledgment.

#### **WINNING SELECTIONS**

14.4. Subject to the provisions of these Rules, a Player who, in respect of any Selection, has three or more numbers which match the Main Numbers will be entitled to a prize in the highest category to which those numbers relate.

- 14.5. Prize Division Four ("Division 4") means that the Player has correctly matched three numbers in any one Selection from the six drawn. The appropriate prize category is called MATCH THREE OF SIX MAIN NUMBERS ("MATCH THREE")
- 14.6. Prize Division Three ("Division 3") means that the Player has correctly matched four numbers in any one Selection from the six drawn. The appropriate prize category is called MATCH FOUR OF SIX MAIN NUMBERS ("MATCH FOUR")
- 14.7. Prize Division Two ("Division 2") means that the Player has correctly matched five numbers in any one Selection from the six drawn. The appropriate prize category is called MATCH FIVE OF SIX MAIN NUMBERS ("MATCH FIVE")
- 14.8. Prize Division One ("Division 1") means that the Player has correctly matched all six numbers in any one Selection with the six drawn. The appropriate prize category is called MATCH SIX OF SIX MAIN NUMBERS ("MATCH SIX")

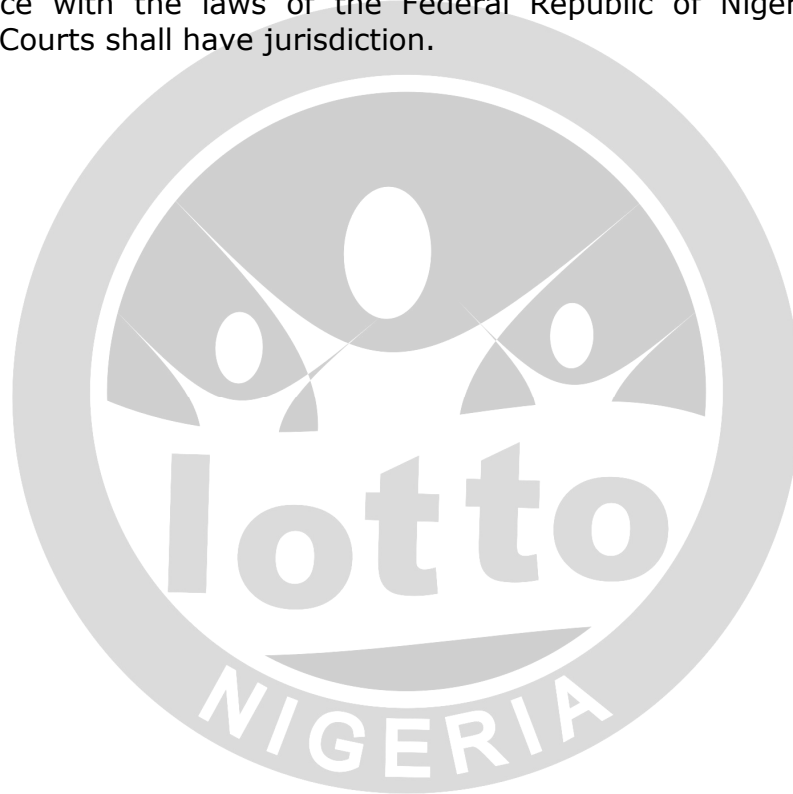
## **15. PRIZE POOLS**

- 15.1. The allocation of prize money to each of the Prize Divisions identified in Rule 14 above shall be in accordance with the following provisions:
- 15.1.1. Prize money allocated to each of the Prize Divisions will be divided equally by the number of correct Selections in that Division.
- 15.1.2. If in any Draw, there are no Selections qualifying for a Division 1 prize, the prize monies for Division 1 will be added to the Division 1 prize fund for the next Draw.
- 15.1.3. If in any Draw, there are no Selections qualifying for a Division 2 prize, the prize monies for Division 2 will be added to the prize fund for Division 3 in that Draw, and so on.
- 15.1.4. On the fifth consecutive Draw in which there is no Division 1 winners, then the entire prize pool for Division 1 will be added to the Division 2 prize fund for that fifth Draw.
- 15.1.5. Should there be no Winning Selection in Division 1 under 16.1.4 above and no Winning Selection in Division 2, the prize money for Divisions 1 and 2 will be added to the prize fund for Division 3 for that fifth Draw, and so on.
- 15.2. In the event of a Cancelled Draw and provided that, before the immediately preceding Draw that event is known to NSL PLC then if in the preceding Draw:
- 15.2.1. There are no Winning Selections in Division 1, the entire prize fund for Division 1 will be added to the Division 2 prize fund for that Draw.

15.2.2. There are no Winning Selections in Division 1 or 2, the prize monies for both these Divisions will be added to the Division 3 prize fund for that Draw, and so on.

## **16. GOVERNING LAW**

16.1. These Rules and the rights and obligations of NSL PLC and Players set out therein shall be governed by and construed in all respects in accordance with the laws of the Federal Republic of Nigeria and the Nigerian Courts shall have jurisdiction.





# **6 OF 49 TERMINAL PLAY LOTTERY**

January, 2007

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## CONTACT

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## 17. INTRODUCTION

17.1. National Sports Lottery Limited is licensed by the Federal Government of Nigeria in accordance with the Lottery Act of 2005 to conduct and promote lotteries nationally throughout Nigeria. NSL Plc has developed the following rules which will apply to the Lotto Game played through the terminals.

## 18. DEFINITIONS

18.1. The following words and terms, when used within these Rules, shall have the following meanings, unless the context clearly indicates otherwise:

<b>"Cancelled Draw"</b>	Means any Draw which does not take place by reason only of the expiry, suspension or revocation of NSL's Licence under the Act.
<b>"Claim Form"</b>	Means the printed form issued by NSL Plc which a Player must complete in the event of a high tier win
<b>"Claimant"</b>	Means a person who submits a claim for a Lotto Nigeria prize within the applicable claim period as stipulated by these Rules.
<b>"Defective Ticket"</b>	Means a Ticket which at the time of purchase is damaged, defaced, illegible or incomplete or which contains the words "void" or "not for sale" or similar wording.
<b>"Draw"</b>	Means the process which is used to randomly select a set of Winning Numbers.
<b>"Drawing Machine"</b>	A device used by NSL Plc to select a set of Winning Numbers.
<b>"Exchange Ticket"</b>	Means the Ticket issued by the Terminal when a winning Multi-Draw Ticket is presented for payment (provided that the Ticket presented is still valid for future Draws) and will show the remaining number of Draw dates for which the Ticket remains valid.
<b>"Game"</b>	Means the Lotto Nigeria lottery game
<b>"Lottery or Lotteries"</b>	Includes any game, scheme, arrangement, system, plan, promotional competition or device for the distribution of prizes by lot or chance, or as a result of the exercise of skill and chance, or based on the outcomes of

	sporting events, or any other game, scheme, arrangement, system, plan, competition or device, which the National Lottery regulatory Commission may by notice in the Gazette declare to be a Lottery, and which shall be operated according to a Licence.
<b>"The Act"</b>	Means National Lottery Act, 2005
<b>"Lotto Nigeria"</b>	The registered Trade Mark of NSL's numbers game where players select six numbers from the numbers 1 – 49 inclusive.
<b>"Main Numbers"</b>	The six numbers randomly selected at a Draw from the range 1-49 inclusive.
<b>"Minor "</b>	An individual younger than 18 years of age.
<b>"Multi Draw"</b>	An entry from a Player who has marked the panel on the Playslip to indicate that the selected numbers should be entered for between 2 and 12 consecutive future Draws.
<b>"Panel or Game Panel"</b>	Means a grid of numbers between 1 and 49 and an identifying and associated letter which together constitute a single entry in Lotto Nigeria.
<b>"Player"</b>	A member of the public aged 18 years or over who purchases a Ticket.
<b>"Agent" or "Agent Outlet"</b>	Means any person and premises authorised by NSL to sell Tickets and/or pay prizes in respect of Valid Winning Tickets.
<b>"Selection"</b>	Means one set of six numbers between 1 and 49 chosen by a Player and recorded on a Ticket.
<b>"Serial Number"</b>	The unique number assigned by NSL's central computer and printed on a Ticket which, subject to these Rules, provides for the verification of the Ticket as a Valid Winning Ticket or otherwise. The Serial Number may be in the form of digits, a bar code or any other form.
<b>"Terminal"</b>	Means the computerized device which allows Tickets to be printed and winning Tickets to be validated.
<b>"Ticket"</b>	Means a play evidence issued by a Terminal and sold by an authorised Agent in an authorised manner.
<b>"Valid Winning Ticket"</b>	Means a winning Ticket which meets all of NSL's Ticket validation requirements as set out or referred to in these Rules.
<b>"Winning Numbers"</b>	Means the Main Numbers used to determine the winning entries.

## 19. LOTTO NIGERIA DRAW

- 19.1. The Lotto Nigeria Draw will take place once per week on Saturday at 8:00 pm or such other days as may be specified by NSL. In each Draw six (6) balls will be drawn at random from a Drawing Machine containing forty nine (49) balls numbered 1 to 49. The first six (6) numbers drawn are the Main Numbers. Numbers are deemed to be drawn when a ball rests in the display section at the front of the Drawing Machine. All Draws will be conducted in the presence of an independent auditor.
- 19.2. The Winning Numbers of the Draw shall be those drawn and recorded in writing immediately following the Draw by the auditor as described in Rule 3.1 above.
- 19.3. In the event that any Draw is declared invalid in accordance with the procedures applicable to it, or is interrupted due to equipment failure, another Draw will be conducted to determine the Winning Numbers. Any numbers previously drawn will remain valid, and only the selection of the remaining balls will take place.
- 19.4. In the event that the Draw cannot take place on the advertised date or at the time fixed, it shall take place as soon as practicable thereafter.
- 19.5. All Draws will, as far as practicable, be broadcast/conducted live and will be recorded on a video tape which will be retained by NSL. Failure by NSL to record the draw or retain the tape, or the partial or total failure of technical, electronic, or mechanical equipment used to record or broadcast the Draw, will not invalidate the Draw.
- 19.6. NSL shall have no obligation to make any payment against an incorrectly announced number at a Draw. In such an event, the auditor shall confirm the correct numbers as recorded in Rule 3.2.

## **20. PLAYING LOTTO NIGERIA.**

- 20.1. Each Game Panel has a cost of ₦50 (fifty naira) inclusive of VAT at 5%.
- 20.2. The cost of a Multi -Draw Ticket will be the total cost of the Game Panels selected multiplied by the number of Draws the Player has chosen to enter.
- 20.3. NSL will provide Playslips in all Retail Outlets at no cost to Players.
- 20.4. Tickets are provided solely for the convenience of Players and shall have no monetary or prize value nor will they constitute evidence of a play or of the numbers selected. A Valid Winning Ticket shall be the only valid basis for claiming a prize.
- 20.5. On any one Ticket a Player may play a minimum of one Game Panel, which provides one chance to win a prize.
- 20.6. A Player must manually mark in black or blue pen or pencil six (6) numbers from the numbers 1 to 49 inclusive on each of one or more Game Panels.

- 20.7. Where the Player uses the Multi-Draw facility he/she will mark his/her Selection (s) on the Panels on the Ticket, then mark the appropriate box to indicate the number of Draws for which his/her Selection (s) are to be entered.
- 20.8. For the purposes of the "Number of Draws" boxes on the Ticket, the first Draw for which the Ticket is valid shall be that which occurs on the first Saturday following the purchase of the Ticket by the Player. The Player's selection shall be entered into that Draw and each successive Draw up to and including the number of Draws marked by the Player on the Ticket.
- 20.9. The completed Ticket with the appropriate amount due shall then be submitted to the Agent who will process the completed Ticket through the Terminal. A Ticket recording each selection marked on the Playslip will be issued to the Player.
- 20.10. If the Terminal rejects the Ticket, the entry is not valid.
- 20.11. Tickets can be purchased at any Retail Outlet whose Terminal is active between 06.00 and 21.00 on Monday to Friday and up to 45 minutes before the Draw on Saturday evening. The system will close for the conduct of the Draw and will not start selling Tickets or paying prizes until the following morning at 06.00.

## **21. CANCELLATION OF A TICKET**

- 21.1. Under absolutely no condition will a validly issued ticket be cancelled.

## **22. MULTI- DRAWS**

- 22.1. If a prize is paid on a Multi-Draw Ticket which is still valid for future Draws, an Exchange Ticket will be issued, in accordance with NSL procedures, to Player/Claimant together with his /her prize payment.
- 22.2. A Multi-Draw Ticket shall not be capable of cancellation other than in accordance with Rule 5 above and, in any event, prior to the first Draw in respect of which the Ticket has been issued. No Exchange Ticket issued pursuant to a Multi-Draw entry will be cancelled.

## **23. TICKET VALIDATION REQUIREMENTS**

- 23.1. Before a prize may be paid on any Ticket, it must be validated according to NSL's validation procedures. NSL's decision as to whether or not the Ticket is valid shall be final and binding. Without prejudice to the generality of the foregoing, NSL shall be entitled to declare a Ticket invalid, and accordingly shall not be obliged to pay any prize, if:
- 23.1.1. The Ticket is counterfeit, has been forged in whole or in part or fails to pass the security test appropriate to the method of play.

- 23.1.2. The Ticket is mutilated, altered, unreadable and incomplete or tampered with in any manner.
- 23.1.3. The Ticket has not been received by NSL or the Agent by the deadline as specified in Rule 9.1.
- 23.1.4. The Serial Number of an apparent winning Ticket does not appear on NSL's list of Serial Numbers of Winning Tickets or a Valid Winning Ticket with that Serial Number has been paid previously.
- 23.1.5. The Ticket does not appear on NSL list of Tickets sold for entry to the particular Draw, kept on NSL's central computer, or the Ticket data fails to match the computer record of that Ticket in every respect.
- 23.1.6. Any number on the Ticket is not present in its entirety or is not fully legible.
- 23.1.7. The Ticket has not been issued or sold in an authorised manner by NSL or by an authorised Agent.
- 23.2. A Ticket shall be the only valid proof that an entry was made in a Draw and a Valid Winning Ticket shall be the only valid instrument for claiming a prize.
- 23.3. A Claimant shall be entitled to claim only the highest tier of prize for which the validated Ticket is eligible and not any lesser prize category or any otherwise unclaimed prize in the particular Draw or prize pool.
- 23.4. NSL reserves the right to withhold payment of any prize until it is entirely satisfied as to the validity of any Ticket and the Claimant's bona fides, and reserves the right to call for proof of identity and eligibility to claim.
- 23.5. NSL reserves the right to photograph any Claimant for security purposes.

## **24. DISPUTED TICKETS**

- 24.1. If a dispute arises between NSL and the owner of a Ticket or Claimant as to whether a Ticket is a Valid Winning Ticket, and the Ticket prize claimed has not been paid, NSL may, at its discretion, reimburse the cost of the Ticket or replace the disputed Ticket with a Ticket of equivalent sale price for any current Draw. This shall be the owner of the Ticket or Claimant's sole and exclusive remedy, and such reimbursement or replacement shall fully discharge NSL from any liability in respect of such dispute.

## **25. PRIZE CLAIM PERIOD**

- 25.1. Lotto Nigeria prizes must be claimed no later than 21:00 hrs on the 180th day after the Draw date in which the Ticket has won a prize.

Any prize not claimed within this period will be forfeited. If a prize is claimed by post, NSL must receive the Ticket and Claim Form at the address shown on the reverse of the Ticket within this period. Claim Forms are available at all Lotto Nigeria Prize Payment Centers or direct from NSL.

## **26. RESPONSIBILITY FOR TICKETS**

- 26.1. It shall be the sole responsibility of the Player to verify at the time of purchase that the details recorded on the Ticket in terms of the Selection(s), number of Game Panel(s), Draw date(s), and number of Draw(s) correspond with those marked on the Ticket or otherwise specified, and that a Serial Number and bar code appear on the Ticket.
- 26.2. Until such time as a name and address is placed on the reverse side of a Ticket, the bearer of a Ticket which has been issued in accordance with these Rules shall be the owner thereof for the purposes of these Rules. When a name and address is entered on the reverse side of the Ticket, subject to the provisions of these Rules, the person whose name and address appears there shall be the owner of that Ticket for the purposes of these Rules.
- 26.3. The Player will be responsible for the safe custody of any Ticket.
- 26.4. Neither NSL nor any Agent will be responsible for loss, theft, mutilation or destruction of any Ticket or for any errors or omissions in respect of any data recorded on any Ticket insofar as the purchaser of the Ticket is solely responsible under Rule 10.3 above or for any loss of whatever nature suffered or incurred by any person as a result of any such event or condition affecting a Ticket.
- 26.5. The Player is solely responsible for claiming the full value of a prize to which he/she is entitled from a Agent or Lotto Nigeria Prize Payment Centre.

## **27. PURCHASE AND PRIZE RESTRICTIONS**

- 27.1. There shall be no general right for any person to purchase a Ticket. In particular, but without limitation, no Ticket may be purchased by or prize paid to any Minor whether acting on his own behalf or on behalf of another person.
- 27.2. If not withstanding Rule 11.1 above a prize is paid to a Minor, such prize shall be repayable to NSL upon demand.
- 27.3. NSL or any Agent, in its sole discretion, may refuse to sell Tickets to any person or persons without giving reasons, but which may include circumstances in which, in its view, that person or persons are playing in a manner which it or the Agent deems to be interfering with other Players' reasonable access to that Game.
- 27.4. Lotto Nigeria entries may only be lodged with NSL manually using the Terminal keypad or by means of a Ticket hand-marked by or on behalf

of the Player or by such other means specifically approved by NSL. Players must not use or seek to use facsimiles or copies of NSL's Ticket or other materials that are inserted into the Terminal reader that are not approved by NSL.

## **28. DISSEMINATION OF WINNING NUMBERS INFORMATION**

- 28.1. The results of each Draw will be issued by NSL to the national media and may also be published in such other manner as NSL from time to time may determine and will also be made available at Agent Outlets as soon as practicable after each Draw. The information made available and disseminated will be:
- 28.1.1. The date of the Draw
  - 28.1.2. The Winning Numbers
  - 28.1.3. The prize amount payable in each prize category
- 28.2. The dissemination and publication of Winning Numbers by telephone, in the media and at the Retail Outlets is for information purposes only, and NSL will not pay a prize based upon information obtained from winning number information telephone lines or any other source other than the official Draw results recorded as in Rule 3 above and electronically recorded in the NSL's central computer system.

## **29. PAYMENT OF PRIZES AND CLAIM FORMS**

- 29.1. All Lotto Nigeria prizes will be paid in accordance with NSL's procedures.
- 29.2. Prizes over ₦5,000 can only be paid in person to the Claimant or a duly authorised representative at a Lotto Nigeria Prize Payment Centre after completion of a Claim Form and an identity check.
- 29.3. NSL reserves the right, at its discretion, to require the completion of a Claim Form in any other case.
- 29.4. A Claim Form must be completed in the name of only one owner of a Valid Winning Ticket. However, NSL may exceptionally and at its sole discretion, waive this requirement in respect of a particular prize claim, such waiver to be in writing and subject to such terms and conditions as NSL shall require.
- 29.5. All Claim Forms shall be completed and signed by the Claimant or his/her legally authorised representative.
- 29.6. NSL may refuse to process for payment any Claim Form which is incomplete.

- 29.7. If a Claimant is unable to complete a Claim Form due to legal, physical, or other disability, a duly authorised representative of the Claimant shall complete and sign a Claim Form on the Claimant's behalf.
- 29.8. The Claim Form must state the name of the Claimant and/or the authorised representative and describe the status of the signatory; if not the Claimant. NSL reserves the right to request evidence of the legal capacity of the authorised representative to claim.
- 29.9. If the person signing the Claim Form is a personal representative of the estate of a deceased Player, that person shall submit with the Claim Form such documentation as NSL shall in its discretion deem sufficient to properly establish such representative's entitlement to receive the relevant prize.
- 29.10. Payment of the prize to the person shown on the Claim Form as the Claimant or his/her duly authorised representative shall fully and effectively discharge NSL, its officers, employees representatives, contractors and any person, firm, company authorised by NSL to pay Lotto Nigeria prizes from any further liability for payment of that prize.
- 29.11. A person who signs a Claim Form shall be deemed to have represented that he/she is lawfully entitled to claim the prize, the information contained therein is accurate and complete, and shall indemnify NSL against any claims with respect to the Ticket or delivery of the prize as result of any misrepresentation.
- 29.12. In the event of any inconsistency in the information submitted on the Claim Form and/or on the Ticket or for any other reason at its complete discretion, NSL may investigate and withhold all winnings which may be due to the Claimant (or make a payment into court) until such time as the Claimant satisfies NSL that he/she is the proper person to whom the prize should be paid.
- 29.13. In the event that a single Ticket contains multiple winning plays, each from separate Selections, the total prize amount shall be paid in accordance with the prize payment arrangement specified in Rule 17.
- 29.14. Neither NSL nor any Agent shall be responsible or liable to any person claiming an interest of whatever nature in a lost or stolen Ticket as a result of the payment of a prize to the bearer of an unsigned Ticket, or to the person purporting to be the person whose name is entered on the reverse of the Ticket, whether or not advice of the loss or theft had been notified to NSL prior to payment of the prize. Without prejudice to the above, NSL shall use its best endeavors to carry out and ensure that any Agent or other person responsible for payments of prizes shall carry out such identity checks and other security measures as NSL shall in its discretion from time to time deem reasonable and appropriate in relation to payment of any particular prize amount.
- 29.15. In the event that NSL in its absolute discretion, believes that the bearer of a Ticket presented for payment or a person whose name has

been entered on the reverse side of the Ticket or who has completed a Claim Form is not the rightful owner thereof or lawfully entitled thereto, it shall be entitled to withhold payment of any prize winnings pending the outcome of all appropriate checks and enquiries.

- 29.16. NSL shall not be liable to make payments of any prize on a Ticket which it knows or suspects has been resold or otherwise transferred by way of trade.
- 29.17. NSL shall not be liable to pay interest on any winnings in respect of any period during which security or other relevant checks or enquiries are in process regarding any Ticket presented for payment by a Claimant, or during any period in which a dispute relating to the validity of a Ticket or a claim has not been resolved
- 29.18. NSL may apply to a court of competent jurisdiction to determine the lawful payee in any particular case.
- 29.19. Save as provided above, the right of any person to a prize shall not be assignable.
- 29.20. Under no circumstances shall any prize be payable by way of goods or services in lieu of cash, cheque, or electronic transfer.

### **30. PAYMENT BY POST**

- 30.1. Prizes of N5,000 or less may be claimed, entirely at the Claimant's risk, by posting the Winning Ticket together with a completed Claim Form to NSL at the address shown on the Claim Form.
- 30.2. The Ticket shall contain the name and address of the Claimant on the reverse side. If a Ticket is posted to the NSL Office that does not have a name appearing on the reverse side of the Ticket, payment will be made subject to the provisions of these Rules, to the person whose name appears on the Claim Form.
- 30.3. NSL will pay such Claimant by cheque in accordance with NSL procedures provided that all the Ticket validation requirements referred to in these rules have been met.

### **31. GENERAL**

- 31.1. Any person who purchases or submits a Ticket for validation or who claims a prize in whatever capacity, agrees to be bound by the provisions of the Act, any regulation made thereunder; and by the provision of these Rules as amended from time to time by NSL in respect of Lotto Nigeria.
- 31.2. Each prize-winner is deemed to acknowledge that if and to the extent that NSL is legally obligated to provide a third party with details of any prize claimed by or on behalf of, or paid to the prize-winners, NSL shall be entitled to do so.

- 31.3. NSL may amend, modify, or otherwise change these Rules. Such amendments, modifications or changes shall be applicable with effect from their introduction and shall be applicable to prior Games so far as they relate to claim and prize payment procedures.
- 31.4. These Rules, the conditions and explanations appearing on Tickets and such other conditions as are established, constitute the contractual rights and obligations of NSL to owners of Tickets and Claimants with respect to the game of Lotto Nigeria. In the event of a discrepancy or inconsistency between these Rules and the conditions and explanations appearing on a Ticket or such other conditions as are established by NSL), these Rules shall prevail.
- 31.5. Where the context so requires, in these Rules the neuter gender shall include the feminine or masculine gender and vice versa and the singular shall include the plural and vice versa.
- 31.6. In the event that any provision of these Rules, of the conditions and explanations appearing on a Ticket or of such other conditions as are established by NSL are determined by a court of competent jurisdiction to be void or unenforceable, such determination shall solely affect such provision and shall not, in itself, render void or unenforceable the remaining provisions hereof.
- 31.7. Neither any member of the public nor a Agent, shall enter into any special agreement for the sale of a Ticket or Tickets outside the method of play determined by NSL and specified in these Rules.

## **32. LIMITATION OF LIABILITY**

- 32.1. A Agent is authorised by NSL to sell Tickets, to pay prizes in respect of Valid Winning Tickets and to process Ticket cancellations in relation to Lotto Nigeria in accordance with these Rules and to display and/or have available information produced by NSL in respect of Lotto Nigeria. Save as specified in the written agreement between NSL and the Lotto Nigeria Agent, a Lotto Nigeria Agent is not authorised by NSL to carry out any other acts or make any omissions whatsoever.
- 32.2. If a Defective Ticket is purchased it shall be void and NSL's only liability shall be reimbursement of its cost.
- 32.3. If a Ticket is purchased which is cancelled whether in accordance with NSL's normal procedures for cancellation or otherwise, the only liability of NSL (or the Agent) as the case may be shall be the reimbursement of the cost of the Ticket.
- 32.4. Neither NSL nor any Agent shall in any circumstances be liable for any loss of whatever nature, including but without limitation, indirect or consequential loss, suffered or incurred by any Player, any bearer or owner of a Ticket, any Claimant or any other person arising from the withdrawal of any Game or from the participation or non-participation of any person in any Game, including the loss, for whatever reason, of the chance to participate in such Game. In particular, but without

prejudice to the generality of the foregoing, neither NSL nor any Agent shall be liable to any person in the event of force majeure.

32.5. NSL shall have the right to suspend or withdraw and/ or to suspend the play of any Game from any Terminal at its absolute discretion at any time on account of:

32.5.1. the failure of, or damage or destruction to NSL's central computer system or records, or any part thereof, or;

32.5.2. delays, losses error or omissions in or made by the postal or other delivery service or by the banking system, or:

32.5.3. any other action or event which prevents or hinders the issue of a valid Ticket, or;

32.5.4. or the refusal to sell a Ticket to any person in accordance with these Rules.

### **33. WINNING SELECTIONS**

33.1. Subject to the provisions of these Rules, a Player who, in respect of any Selection, has three or more numbers which match the Main Numbers will be entitled to a prize in the highest category to which those numbers relate.

33.2. Prize Division Four ("Division 4") means that the Player has correctly matched three numbers in any one Selection from the six drawn. The appropriate prize category is called MATCH THREE OF SIX MAIN NUMBERS ("MATCH THREE")

33.3. Prize Division Three ("Division 3") means that the Player has correctly matched four numbers in any one Selection from the six drawn. The appropriate prize category is called MATCH FOUR OF SIX MAIN NUMBERS ("MATCH FOUR")

33.4. Prize Division Two ("Division 2") means that the Player has correctly matched five numbers in any one Selection from the six drawn. The appropriate prize category is called MATCH FIVE OF SIX MAIN NUMBERS

33.5. Prize Division One ("Division 1") means that the Player has correctly matched all six numbers in any one Selection with the six drawn. The appropriate prize category is called MATCH SIX OF SIX MAIN NUMBERS ("MATCH SIX")

### **34. PRIZE POOLS**

34.1. The allocation of prize money to each of the Prize Divisions identified in Rule 17 above shall be in accordance with the following provisions:

- 34.1.1. Prize money allocated to each of the Prize Divisions will be divided equally by the number of correct Selections in that Division.
- 34.1.2. If in any Draw, there are no Selections qualifying for a Division 1 prize, the prize monies for Division 1 will be added to the Division 1 prize fund for the next Draw.
- 34.1.3. If in any Draw, there are no Selections qualifying for a Division 2 prize, the prize monies for Division 2 will be added to the prize fund for Division 3 in that Draw, and so on.
- 34.1.4. On the fifth consecutive Draw in which there is no Division 1 winners, then the entire prize pool for Division 1 will be added to the Division 2 prize fund for that fifth Draw.
- 34.1.5. Should there be no Winning Selection in Division 1 under 18.1.4 above and no Winning Selection in Division 2, the prize money for Divisions 1 and 2 will be added to the prize fund for Division 3 for that fifth Draw, and so on.
- 34.2. In the event of a Cancelled Draw and provided that, before the immediately preceding Draw that event is known to NSL then if in the preceding Draw:
- 34.2.1. There are no Winning Selections in Division 1, the entire prize fund for Division 1 will be added to the Division 2 prize fund for that Draw.
- 34.2.2. There are no Winning Selections in Division 1 or 2, the prize monies for both these Divisions will be added to the Division 3 prize fund for that Draw, and so on.

## **35. REFUNDS IN CERTAIN CIRCUMSTANCES**

- 35.1. In the event of a Cancelled Draw NSL shall:
- 35.1.1. refund to a Player who has purchased a Ticket for the Cancelled Draw only, the purchase price of the Ticket that the Player would have paid to a Agent, or
- 35.1.2. refund to a Player who has purchased a Multi- Draw ticket which includes the Cancelled Draw and other Draws, an amount equal to that part of the Ticket purchase price as was paid in respect of and is attributable to the Cancelled Draw.
- 35.2. Any refund and payment under 19.1 1 and 19.1 2 above respectively must be claimed by the Player. The methods of claiming payment, the validation of claims and subject to Rule 19.3 below the period within which such claims may be made being as determined by NSL in its absolute discretion from time to time. A Player will in any event be required to produce the Ticket before any refund or payment will be made.

- 35.3. The period referred to in Rule 19.2 above shall be a period expiring not earlier than the day 90 days after the date on which the Cancelled Draw was to have taken place.
- 35.4. Any refund under Rule 19.1 above shall be made by such means and within such period as NSL shall in its absolute discretion determine from time to time
- 35.5. Neither NSL nor any Agent shall in any circumstances be liable to pay interest in respect of funds or payments made under this Rule 19.
- 35.6. For the avoidance of doubt, this paragraph shall not apply in respect of any Draw which is delayed or postponed or in respect of any Draw which is cancelled but which is not a Cancelled Draw as defined in these Rules.

## **36. GOVERNING LAW**

- 36.1. These Rules and the rights and obligations of NSL and Players set out therein shall be governed by and construed in all respects in accordance with the laws of the Federal Republic of Nigeria and the Nigerian Courts shall have jurisdiction.



# SCRATCHCARD LOTTERY

May, 2007

## **LOTTO NIGERIA CONTACTS**

For all enquiries, complaints or results of Lotto Nigeria Draws; phone, e-mail or write to The company Limited at:

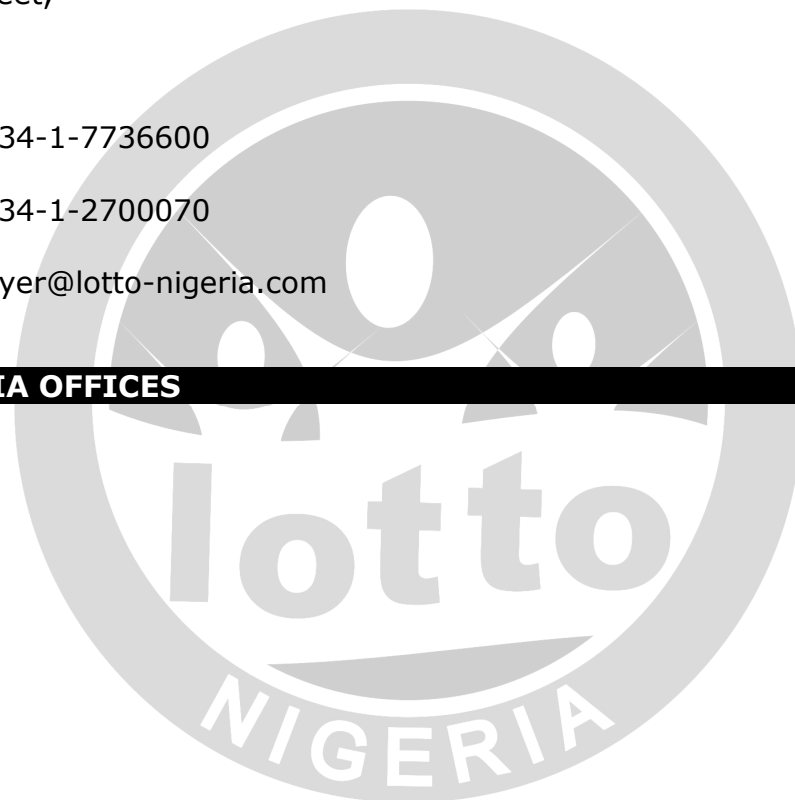
Head Office  
3 Anifowose Street,  
Victoria Island,  
Lagos, Nigeria.

Telephone: +234-1-7736600

Fax: +234-1-2700070

E-mail: [player@lotto-nigeria.com](mailto:player@lotto-nigeria.com)

## **LOTTO NIGERIA OFFICES**



## 37. INTRODUCTION

National Sports Lottery Limited is licensed by the Federal Government of Nigeria in accordance with the Lottery Act of 2005 to conduct and promote lotteries nationally throughout Nigeria and it has developed the following rules which will apply to the Instant Scratch Card Games. The company will issue Lottery Game Procedures for each individual Scratchcard game introduced.

## 38. DEFINITIONS

38.1. The following words and terms, when used within these Rules, shall have the following meanings, unless the context clearly indicates otherwise:

<b>"the Act"</b>	The National Lottery Act, 2005
<b>"the company"</b>	Refers to National Sport Lottery PLC.
<b>"Claimant"</b>	Means a person who submits a claim for a prize within the applicable claim period as stipulated by these Rules.
<b>"Commission"</b>	Means National Lottery Regulatory Commission
<b>"Game Number"</b>	The three (3) digit number on the back of the Ticket which identifies a particular Game and which is specified in the Game Procedures.
<b>"Game Procedures"</b>	A written document that includes, among other information, the Game name, a description of how a prize is won, Game Prize structure and Play Style.
<b>"Game Specific Rules"</b>	Any rules or conditions issued by the company in addition to or in substitution for these Rules and which apply only to a particular Game.
<b>"Game"</b>	Means the Lotto Nigeria lottery game
<b>"Lottery or Lotteries"</b>	Includes any game, scheme, arrangement, system, plan, promotional competition or device for the distribution of prizes by lot or chance, or as a result of the exercise of skill and chance, or based on the outcomes of sporting events, or any other game, scheme, arrangement, system, plan, competition or device, which the National Lottery regulatory Commission may in accordance with the Act declare to be a Lottery, and which shall be operated according to a Licence.
<b>"Claim Period"</b>	This refers to the period for which a winning ticket is valid for redemption
<b>"Lotto Nigeria"</b>	The registered Trade Mark of National Sports Lottery, holder of Federal Government's

	Licence to operate lotteries nationally
<b>“Claimed Ticket”</b>	A ticket that has been or is to be presented for validation in accordance with these Rules.
<b>“Minor”</b>	An individual younger than 18 years of age.
<b>“Defective Ticket”</b>	A Ticket which at the time of purchase is visibly defective, illegible or incomplete or contains the words 'void' or 'not for sale' or similar wording.
<b>“High Tier Prize”</b>	A prize of or worth N5000 and above.
<b>“Pack”</b>	A package of Scratchcard Lottery Tickets each with a different Ticket Number.
<b>“Player”</b>	A member of the public aged 18 years or over who purchases a Ticket.
<b>“Agent” or “Agent Outlet”</b>	Means any person and premises authorised by THE COMPANY to sell Tickets and/or pay prizes in respect of Valid Winning Tickets.
<b>“Pack Number”</b>	A number which identifies a particular Pack and which is printed on the front and/or back of each Ticket in order to identify the Pack from which each Ticket originates.
<b>“Play Area”</b>	The area on the front of a Ticket that contains the Play Symbols
<b>“Play Caption”</b>	A caption which is unique to and appears below each Play Symbol.
<b>“Play symbol”</b>	A symbol on the front of a Ticket which is used to determine whether or not a Player may have won a Prize and which is also specified in the relevant Game Procedures.
<b>“Prize”</b>	A prize won by a Player in a Scratchcard Lottery Game. (Reference in these Rules to payment of a Prize includes the award of a Prize other than cash.)
<b>“Playing Public”</b>	Members of the public who are eligible to purchase Tickets
<b>“Play Style”</b>	The method of play to determine winners for an individual Game.
<b>“Prize Caption”</b>	A caption which is unique to and appears below each Prize Symbol.
<b>“Prize Claim Form”</b>	The printed form issued by the company which a Player is required to complete and submit, together with a Valid Winning Ticket, to be eligible to claim certain Prizes in accordance with these Rules.
<b>“Prize Structure”</b>	The number, value and odds of winning Prizes for an individual Game as determined by the company and as specified in the Game Procedures.
<b>“Prize Symbol”</b>	A symbol which may appear on the front of a Ticket and which indicates the Prize which may be won by a Player.

<b>"Rules"</b>	The Rules for Scratchcard Lottery Games set out herein.
<b>"Scratchcard Lottery Game"</b>	A National Lottery Game which is played by uncovering a Play Area or a portion thereof on a Ticket to display the pre-printed Play Symbols and in which the determination of whether the Ticket is a Valid Winning Ticket is capable of being made immediately following its purchase.
<b>"Terminal"</b>	The machine which allows winning Tickets to be validated.
<b>"Ticket"</b>	Any Ticket in a Scratchcard Lottery Game issued to a Agent by the company and sold or otherwise distributed by the Agent in an authorised manner.
<b>"Ticket Number"</b>	A number on the back and/or front of the Ticket that indicates the sequence in which a Ticket is placed within the Pack.
<b>"Ticket Validation Requirements"</b>	The company's Ticket Validation Requirements set out or referred to in these Rules.
<b>"Validation Number"</b>	The unique data printed on a Ticket which, subject to these Rules, enables the verification of the Ticket as a Valid Winning Ticket or otherwise.
<b>"Valid Winning Ticket"</b>	<p>Means a winning Ticket which meets all of the company's decision as to whether or not a Ticket is a Valid Winning Ticket or in respect of any other matter or dispute arising from the payment or awarding or non-payment or non-awarding of prizes shall be final and binding upon all Players and any other person or persons having any interest in the matter or dispute. Without prejudice to the foregoing, if a prize claimed has not been paid, the company may, solely at its option, reimburse the cost of the Ticket or replace the disputed Ticket with a Ticket of equivalent sales price for any current Scratchcard Lottery Game. This shall be the owner of the Ticket or Claimant's sole and exclusive remedy, and such reimbursement or replacement shall fully discharge the company from any liability in respect of such a dispute. The company may withhold payment of a Prize and/or make an equivalent payment into court until any dispute has been resolved.</p> <p>s Ticket validation requirements as set out or referred to in these Rules.</p>
<b>"Winning Numbers"</b>	Means the Main Numbers and one Bonus Number, used to determine the winning

	entries.
<b>"Verification Code"</b>	A numeric code used by the Agent and by the company when validating Tickets on a Terminal

### **39. STATUS OF THESE RULES**

- 3.1. These Rules, the applicable Scratchcard Lottery Game Procedures, any applicable Game Specific Rules and the conditions and explanations appearing on Tickets constitute the contractual rights and obligations of the company to owners of Tickets and Claimants with respect to each Scratchcard Lottery Game.
- 3.2. In the event of a discrepancy or inconsistency between these Rules and the applicable Game Procedures on the one hand and the conditions and explanations appearing on a Ticket on the other hand, these Rules and such Game Procedures shall prevail.
- 3.2. In the event of a discrepancy or inconsistency between these Rules and the applicable Game Procedures or the applicable Game Specific Rules then the applicable Game Procedures or the applicable Game Specific Rules will prevail.

### **40. SCRATCHCARD LOTTERY GAME RULES**

#### **(A) Sale of scratch card lottery tickets**

The cost of each scratch card is N50:00 except for scratch cards made to suit particular purposes. The price of scratch cards will however be stated on it.

No agent is allowed to sell NSL scratch cards out that stipulated by NSL and stated on the scratch card.

#### **(B) Play style of Scratchcard Lottery Tickets**

- (1) The Play Style for each Game is that indicated on the Ticket and in the Game Procedures for that Game.
- (2) Neither any member of the Playing Public nor an Agent shall enter into any special agreement for the issue of a Ticket or Tickets (or for the giving of a Prize) otherwise than in accordance with the Game Rules and Game Procedures applicable to the relevant Game.

#### **(C) Responsibility for tickets**

- (1) The Player shall be solely responsible for verifying at the time of purchase or other acquisition that (in respect of those parts of the Ticket clearly visible to the Player) the Ticket has not been mutilated, altered or tampered with and that the Ticket is not a Defective Ticket.
- (2) Subject to these Rules (including but without limitation to the Ticket Validation Requirements and Rule 4(J)(8)):
  - (a) until such time as a name and address is placed on the reverse side of a Ticket, the holder of a Ticket which has been issued in accordance with the

provisions of these Rules shall be the owner thereof for the purpose of these Rules;

(b) when a name and address is entered on the reverse side of the Ticket, subject to the provisions of these Rules, the person whose name and address appears there shall be the owner of that Ticket for the purposes of these Rules.

(3) The Player is responsible for the safe custody of any Ticket. Failure to produce the Ticket on claiming a Prize will result in the company's or its agents refusal to pay the Prize.

(4) Neither the company nor any Agent will be responsible for loss, theft, mutilation or destruction of any Ticket or for any errors or omissions in respect of any data recorded or omitted to be recorded on any Ticket or for any loss of whatever nature suffered or incurred by any person as result of any such event or condition affecting the Ticket.

(5) The Player is responsible for claiming and ensuring that he receives the full value of the Prize to which he is entitled.

(6) The Player's eligibility to win a Prize is subject to the Ticket Validation Requirements.

#### **(D) Purchase and Prize Restrictions**

(1) There is no general right for any person to purchase a Ticket. In particular, but without limitation, no Ticket may be purchased by or prize paid to any Minor whether acting on his own behalf or on behalf of another person.

(2) If notwithstanding Rule 4(D)(1) above a Prize is paid to a person not permitted by that Rule to be paid a Prize, such Prize shall be repayable by that person to the company upon demand.

(3) The company or any Agent, in its sole discretion, may refuse to sell Tickets 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 playing in a manner which it or the Agent deems to be interfering with other Players' or potential Players' reasonable access to that Game.

#### **(E) Game Procedures**

(1) The Game Procedures for each Scratchcard Lottery Game shall contain at least the following information:

(a) Game name;

(b) Game number;

(c) Ticket retail sale price;

(d) Play Style;

(e) Play Symbols and Play Captions;

(f) Prize Structure;

(g) approximate odds of winning each category of Prize;

- (h) method of determining Prize winners;
- (i) drawing procedures where applicable.

### **(F) Release of Information about Winners**

Except as required by law, the company, shall not disclose the identity of any Prize winner, without the prior written consent of that person.

### **(G) Use of Prize Claim Forms**

(1) A Prize Claim Form shall be completed and signed in the case of a claim for a High-Tier Prize. The company reserves the right, at its discretion, to require the completion of a Prize Claim Form in any other case.

(2) A Prize Claim Form must be completed in the name of one owner of and accompanied by a Valid Winning Ticket and signed by him or his duly authorised representative. However, the company may exceptionally, and at its sole discretion, waive the requirement for a Prize Claim Form in respect of a particular Prize claim (but not the requirement to provide a Valid Winning Ticket), such waiver to be in writing and subject to such terms and conditions as the company shall require.

(3) The company may refuse to process for payment any Prize Claim Form which is incomplete.

(4) If a Claimant is unable to complete a Prize Claim Form due to legal, physical, or other disability, a duly authorised representative of the Claimant may complete and sign a Prize Claim Form on his/her behalf. The Prize Claim Form must state the name of the Claimant and the representative and describe the status of the signatory, if not the Claimant. The company reserves the right to request evidence of the capacity of a representative to claim.

(5) If the person signing the Prize Claim Form is a personal representative of the estate of a deceased winner, that person shall submit with the Prize Claim Form letters of administration or grant of probate showing that appointment or such other documentation as the company shall in its discretion deem sufficient properly to establish such representative's entitlement to receive the relevant Prize.

(6) Payment of the Prize to the person shown on the Prize Claim Form as the Claimant or his duly authorised representative shall fully and effectively discharge the company, its officers, employees, representatives, contractors and any person, firm or company authorised by the company to pay Scratchcard Lottery Game Prizes from any further liability for payment of that Prize.

(7) A person who signs a Prize Claim Form shall be deemed to have represented that he is lawfully entitled to the winning Prize and the information contained therein is accurate and complete, and shall indemnify the company against any costs, losses, damages and expenses which the company may suffer or incur with respect to the Ticket or delivery of the Prize as a result of any misrepresentation.

(8) In the event of any inconsistency in the information submitted on the Prize Claim Form and/or shown on the Claimed Ticket or for any other reason at its complete discretion the company may investigate and withhold all winnings which may be due to the Claimant (or may make a payment into court) until

such time as the Claimant satisfies the company that he/she is the proper person to whom the Prize should be paid.

## **(H) Ticket Validation Requirements**

(1) Before a prize can be paid on any Claimed Ticket, it shall be validated according to the company's validation procedures adopted from time to time. The company's decision as to whether or not the Claimed Ticket is valid shall be final and binding. Without prejudice to the generality of the foregoing:

(a) The company shall declare a Claimed Ticket invalid, and accordingly shall not pay any Prize, if:

(i) The Claim Ticket is perceived to be stolen;

(ii) The Claimed Ticket does not appear on any list held by the company of the tickets issued in respect of the Game;

(iii) The Claimed Ticket is counterfeit, has been forged in whole or in part or fails to pass the company's validation and security tests;

(iv) The Claimed Ticket is not received by the company or the Agent by the deadline or within the timescale applicable to the particular Game;

(v) The Validation Number of a Claimed Ticket does not appear on the company's official list of Validation Numbers of winning Tickets or a Valid Winning Ticket with that Validation Number has been paid previously;

(vi) the Validation Number does not correspond, using the company's codes, to the Play Symbols or Prize Symbol on the Claimed Ticket and/or is not printed in the correct symbol font;

(vii) the company reasonably believes that the Ticket was purchased by any member of the class of individuals not legible to play eg. Minors

(b) the company may at its discretion declare a Claimed Ticket invalid and accordingly shall not be obliged to pay any Prize if:

(i) the Claimed Ticket is not fully legible or is mutilated, altered, unreadable, incomplete or has been tampered with in any manner;

(ii) the Claimed Ticket has not been issued or sold in an authorised manner by the company or by an approved Agent;

(iii) the Play Symbols, Prize Symbols, Play Captions, Prize Captions, Validation Number or any other unique feature of the Claimed Ticket do not correspond precisely with the artwork for the ticket held on file by the company in respect of the Game to which the Claimed Ticket relates and/or the Claimed Ticket is defective and/or misprinted, in whole or in part.

(2) Subject to the statement above, a Valid Winning Ticket shall be the only valid instrument for claiming a Prize.

(3) A Claimant shall be entitled to claim only the Prize or Prizes for which the validated Ticket is eligible and not any other Prize or any otherwise unclaimed Prize in the particular Game.

(4) The company reserves the right to withhold payment of any Prize until it is entirely satisfied as to the validity of any Claimed Ticket and the Claimant's bona fides, and reserves the right to call for proof of identity and capacity to claim.

(5) The company reserves the right to photograph any Claimant for security purposes.

### **(I) Game Termination and Prize Claim Period**

(1) The company may at any time announce the closing date for an individual Game.

(2) Notices shall be displayed at all Agents' premises showing clearly how Players may obtain from Agents, up to date information concerning dates of Game Closures and the period within which prizes must be claimed following closure of an individual Game.

(3) Scratchcard Lottery Game Prizes must be claimed within the ordinary hours of business of the relevant establishment authorised to pay Prizes but, in any event, no later than 19:00 hrs on the 180th day after the closing date of the particular Game (the "Claim Period").

Any such Prize not so claimed within this period will be forfeited. If a Prize is claimed in person any relevant completed Prize Claim Form and the Valid Winning Ticket must be received by a Agent or by the company at any Regional Centre (as appropriate) within this period. If a Prize is claimed by post, the Valid Winning Ticket and any relevant completed Prize Claim Form must be received by the company at the address of the National Lottery shown on the reverse of such Ticket within this period. Postal claims are made at the Claimant's own risk and the company accepts no liability for Claimed Tickets and/or Prize Claim Forms lost or delayed in the post.

### **(J) Payment to Prize Winners in Person**

(1) Subject to the provisions of these Rules, Agents are authorised and required to make payment in cash of prizes of N5000 or less, and may make at their discretion payment in cash of Prizes of between N5000 and N20,000 (or such higher amount as authorised by the company). In the event that a Prize winner submits a Ticket to a Agent for validation and payment of a Prize and the Prize is in excess of the payment authority of that Agent, the Player shall be advised by the Agent of the appropriate method to claim the Prize.

(2) Certain designated Partner Banks and Playstations will pay between N20,000 and N50,000 prizes to winners.

(3) The owner of a Valid Winning Ticket representing a Prize in excess of N50,000 shall submit such Valid Winning Ticket together with a completed Prize Claim Form and proof of identity, to a designated validation center.

(4) Claims for prizes over N50,000 must be made in person and shall be paid only at designated Lottery Offices.

(5) The company reserves the right to make payment by cheque or other approved instrument.

(6) In the event that a single Ticket contains multiple winning plays, the Prize amounts shall be added together for the purpose of calculating the total Prize payment amount for the Ticket.

(7) Neither the company nor any Agent shall be responsible or liable to any person claiming an interest of whatever nature in a lost or stolen Ticket as a result of the payment of a Prize to the holder of an unsigned Ticket or to the person purporting to be the person whose name is entered on the reverse of the Ticket, whether or not advice of the loss or theft had been notified to the company prior to payment of the Prize. Without prejudice to the above, the company shall use its best endeavours to carry out and ensure that any Agents or other persons responsible for payments of Prizes shall carry out such identity checks and other security measures as the company shall in its discretion from time to time deem reasonable and appropriate in relation to payment of any particular Prize amount.

(8) In the event that the company, in its absolute discretion, believes that the holder of a Ticket presented for payment or a person whose name has been entered on the reverse of the Ticket or who has completed a Prize Claim Form is not the rightful owner thereof or lawfully entitled thereto, it shall be entitled to withhold a payment of any Prize winnings pending the outcome of all appropriate checks and enquiries.

(9) The company shall not be liable to make payment of any Prize on a Ticket which it knows or suspects has been resold or otherwise transferred by way of trade.

(10) The company shall not be liable to pay interest on any winnings in respect of any period during which security or other relevant checks or enquiries are in process regarding any Ticket presented for payment by a Claimant, or during any period in which a dispute relating to the validity of a Ticket or claim has not been resolved.

#### **(K) Payment to Persons under a Legal Disability**

(1) The company will make payment to the duly authorised representative of a person under legal or other disability.

(2) The company may apply to a court of competent jurisdiction to determine the lawful payee in any particular case.

(3) Save as provided above, the right of any person to a Prize shall not be assignable.

#### **(L) Found Tickets**

(a) A person who finds a Ticket (a "Finder"):

(i) which does not bear an individual person's name or address or other indication of ownership; or

(ii) which does have such a name or address or other indication of ownership but such information is illegible, inaccurate or incomplete so as to prevent the Finder returning the Ticket to the rightful owner should, if the Ticket is one in respect of which the Claim Period has not expired, and in respect of which a Prize appears to be payable submit the Ticket to the company's Prize Payout Department with a covering letter or note containing the name, address and contact telephone

number of the Finder and information as to the circumstances of his/her finding of the Ticket and steps (if any) taken by him/her to return the Ticket to its rightful owner.

- (b) If a Ticket received by the company pursuant is a Valid Winning Ticket and after such investigation as it considers appropriate, the company is in its discretion satisfied that the Finder took all reasonable steps to return the Ticket to its rightful owner before submitting it to the company and is satisfied that the Ticket was lost by or stolen from the rightful owner and found by the Finder then, within a reasonable time following the end of the Claim Period but without prejudice. The company may at its discretion pay the Prize to the Finder.

## **41. GENERAL**

- 41.1. Any person who purchases or submits a Ticket for validation or who claims a prize in whatever capacity, agrees to be bound by the provisions of the Act, any regulation made thereunder; and by the provision of these Rules as amended from time to time by the company in respect of Lotto Nigeria.
- 41.2. Each prize-winner is deemed to acknowledge that if and to the extent that the company is legally obligated to provide a third party with details of any prize claimed by or on behalf of, or paid to the prize-winners, the company shall be entitled to do so.
- 41.3. The company may amend, modify, or otherwise change these Rules. Such amendments, modifications or changes shall be applicable with effect from their introduction and shall be applicable to prior Games so far as they relate to claim and prize payment procedures.
- 41.4. These Rules, the conditions and explanations appearing on Tickets and such other conditions as are established, constitute the contractual rights and obligations of the company to owners of Tickets and Claimants with respect to the Scratchcard game of Lotto Nigeria. In the event of a discrepancy or inconsistency between these Rules and the conditions and explanations appearing on a Ticket or such other conditions as are established by the company), these Rules shall prevail.
- 41.5. Where the context so requires, in these Rules the neuter gender shall include the feminine or masculine gender and vice versa and the singular shall include the plural and vice versa.
- 41.6. In the event that any provision of these Rules, of the conditions and explanations appearing on a Ticket or of such other conditions as are established by the company are determined by a court of competent jurisdiction to be void or unenforceable, such determination shall solely affect such provision and shall not, in itself, render void or unenforceable the remaining provisions hereof.

- 41.7. Neither any member of the public nor a Agent, shall enter into any special agreement for the sale of a Ticket or Tickets outside the method of play determined by the company and specified in these Rules.

## **42. LIMITATION OF LIABILITY**

- 42.1. A Agent is authorised by the company to sell Tickets, to pay prizes in respect of Valid Winning Tickets and to process Ticket cancellations in relation to Lotto Nigeria in accordance with these Rules and to display and/or have available information produced by the company in respect of Lotto Nigeria. Save as specified in the written agreement between the company and the Lotto Nigeria Agent, a Lotto Nigeria Agent is not authorised by the company to carry out any other acts or make any omissions whatsoever.
- 42.2. If a Defective Ticket is purchased it shall be void and the company's only liability shall be reimbursement of its cost.
- 42.3. If a Ticket is purchased which is cancelled whether in accordance with the company's normal procedures for cancellation or otherwise, the only liability of the company (or the Agent) as the case may be shall be the reimbursement of the cost of the Ticket.
- 42.4. Neither the company nor any Agent shall in any circumstances be liable for any loss of whatever nature, including but without limitation, indirect or consequential loss, suffered or incurred by any Player, any bearer or owner of a Ticket, any Claimant or any other person arising from the withdrawal of any Game or from the participation or non-participation of any person in any Game, including the loss, for whatever reason, of the chance to participate in such Game. In particular, but without prejudice to the generality of the foregoing, neither the company nor any Agent shall be liable to any person in the event of force majeure.
- 42.5. The company shall have the right to suspend or withdraw and/ or to suspend the play of any Game at its absolute discretion at any time on account of:
- 42.5.1. the failure of, or damage or destruction to the company central computer system or records, or any part thereof, or;
  - 42.5.2. delays, losses error or omissions in or made by the postal or other delivery service or by the banking system, or;
  - 42.5.3. any other action or event which prevents or hinders the issue of a valid Ticket, or;

## **43. DECISION OF THE COMPANY BINDING**

The company's decision as to whether or not a Ticket is a Valid Winning Ticket or in respect of any other matter or dispute arising from the payment or awarding or non-payment or non-awarding of prizes shall be

final and binding upon all Players and any other person or persons having any interest in the matter or dispute. Without prejudice to the foregoing, if a prize claimed has not been paid, the company may, solely at its option, reimburse the cost of the Ticket or replace the disputed Ticket with a Ticket of equivalent sales price for any current Scratchcard Lottery Game. This shall be the owner of the Ticket or Claimant's sole and exclusive remedy, and such reimbursement or replacement shall fully discharge the company from any liability in respect of such a dispute. The company may withhold payment of a Prize and/or make an equivalent payment into court until any dispute has been resolved.

#### **44. GOVERNING LAW**

- 44.1. These Rules and the rights and obligations of the company and Players set out therein shall be governed by and construed in all respects in accordance with the laws of the Federal Republic of Nigeria and the Nigerian Courts shall have jurisdiction.

