



Regulating the
National Lottery

Interactive Instant Win Games

Licence under Section 6 of
The National Lottery etc. Act 1993

Section 6

**GAMBLING
COMMISSION**

**LICENCE UNDER SECTION 6 OF
THE NATIONAL LOTTERY ETC. ACT 1993**

1. The Gambling Commission in exercise of the powers conferred on it by Section 6 of the National Lottery Act hereby grants to Camelot UK Lotteries Limited a licence to promote the lotteries of the description specified in Schedule 2 hereto subject to the conditions contained in Schedule 3 hereto.
2. This Licence shall have effect from 1 February 2014 and (unless suspended or revoked pursuant to the provisions of the National Lottery Act and/or the Third Licence) shall have effect until the date on which the Third Licence determines for whatever reason.

Signed on behalf of the Gambling Commission

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Head of National Lottery Licensing and Enforcement

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Issue 2

Version 8

Interactive Instant Win Games

SCHEDULE 1: Interpretation

1. In this Licence (including the Schedules):

“Account” means, in relation to a Registered Player, the notional account described as an account maintained by such Registered Player on the Interactive Platform;

“Annuity Prize” means a prize of an annuity policy, which will be purchased on behalf of the winner to provide fixed equal annual cash payments for the period as specified in the Game Specific Rules;

“Code of Practice” means the Code of Practice as set out in Schedule 4;

“Expected Prize Payout Percentage” means the Prize Payout Percentage set out in the Game Procedures of any Game that the relevant Game or licensed lottery of which it is a part is expected to achieve;

“Game” means a particular way in which Plays are offered to players, being a combination of a Player Interface and the Prize Payout Structure for that Licensed Lottery, each such Prize Payout Structure being potentially associated with more than one Player Interface in one or more Licensed Lotteries;

“Game Design” means the visual representation of a particular Licensed Lottery to a Player including inter alia the means of identifying whether a Player has won a prize;

“Game Landing Screen” means a screen on the Interactive Platform on which the Games available to players to play are pictorially depicted, and/or a link is provided to such Games;

“Game Procedures” means procedures to which any particular Licensed Lottery may be subject;

“Game Rules” means the Rules for Interactive Instant Win games as approved by the Commission under Condition 7.16 of the Third Licence;

“Game Specific Rules” means any rules or conditions issued by the Licensee in addition to or in substitution of the Game Rules and which apply only to a particular Game;

“Licensed Lottery/Licensed Lotteries” means the lottery/lotteries which can be played by Registered Players over the Interactive Platform the promotion of which is authorised by this licence;

“Non-Cash Prize” means any prize that includes an element that is not payable in cash which does not negatively impact the image or reputation of The National Lottery. The Commission may, at its discretion, specify the type of Non-Cash Prizes that the Licensee may launch;

a **“Play”** means the purchase of an entry by a Registered Player in a Licensed Lottery and the subsequent participation by that Registered Player in that Licensed Lottery. Each such play shall constitute the purchase of a separate chance in the relevant Licensed Lottery;

“Player Interface” means the visual and, if appropriate, audio representation to the player of a Licensed Lottery including inter alia the means of identifying whether the Player has won a prize, each Player Interface being potentially associated with more than one Licensed Lottery;

“Prize Payout Percentage” means the proportion which the total value of prizes represents as a percentage of the total face value of the Plays sold in a Licensed Lottery;

“Prize Payout Structure” means the number and value of the prize tiers within a Licensed Lottery and the odds of winning a prize at each tier;

“Prizewinner” means a person who has won a prize in any Licensed Lottery;

“Regular Payment Prize” means a cash prize where payment of the total cash value of the prize is spread over a period of no more than 12 months. The prize may be paid in fixed equal weekly or monthly cash instalments;

“Third Licence” means the licence granted on 1 February 2009 by the Commission in exercise of the powers conferred on it by Section 5 of the National Lottery Act; and

“Top Prize” and **“Top Prizes”** means the highest prize or prizes that may be won in a Game.

2. Unless the context otherwise requires the interpretation provisions contained in Condition 2 to the Third Licence shall apply to this Licence as if that condition were incorporated in this Licence.

3. So far as not inconsistent therewith, words and expressions defined in the Third Licence shall bear the same meaning in this Licence as they have in the Third Licence.

4. Words or expressions used in these conditions to which a meaning is given for the purposes of Part I of the Act shall have the same meaning as in the relevant National Lottery Act and, so far as not inconsistent therewith, words and expressions defined in the Third Licence shall bear the same meaning herein.

5. Nothing in these conditions shall in any way limit or prejudice the effect of or any obligation of the Licensee to comply with any regulations which may be made by the Secretary of State under Section 12 of the National Lottery Act, whether made before or at any time after the date of this Licence.

SCHEDULE 2: Description of the Licensed Lotteries

1. Name

Each lottery promoted as a Licensed Lottery shall be collectively known as Interactive Instant Win Games.

2. Licensed lotteries

- (1) Each lottery promoted under this licence shall consist of a maximum number of one hundred and twenty (120) million Plays for which the odds of winning a prize within each tier of prizes are the same for each Play in that particular lottery.
- (2) Subject to paragraph (5) below:
 - (a) any Licensed Lottery that is a simple lottery for the purposes of the Gambling Act 2005 must have a single Prize Payout Structure;
 - (b) any Licensed Lottery that is a complex lottery for the purposes of the Gambling Act 2005 may have a Prize Payout Structure for each process;
 - (c) any Licensed Lottery may have any number of Player Interfaces.
- (3) The Licensee may adopt any Player Interface for any Licensed Lottery during the period of this licence provided that each such Player Interface shall at all times comply with the Code of Practice.
- (4) The Licensee shall ensure that the Prize Payout Structure for each Licensed Lottery shall at all times accord with the provisions of Schedule 5.
- (5) Each Licensed Lottery and each Play in a Licensed Lottery shall have a unique identifier so that each such Play is associated with the Licensed Lottery in which it represents the purchase of an entry.
- (6) Each Licensed Lottery shall be a game of chance and shall not rely on the use of skill, and the outcome of any Play shall not be affected by any action taken by a player in relation to the relevant Play.

3. Independence of Plays

The Licensee shall ensure that each Play in each Licensed Lottery is independent and shall have no impact on any other Play in the relevant Licensed Lottery.

SCHEDULE 3: Conditions

1. The Licensee shall comply, and shall procure that each lottery licensed here under shall comply, with Schedule 2 of this licence.

2. Legality

The Licensee shall ensure that all Licensed Lotteries operate as lawful lotteries and that no Player is misled as to the nature of any of the Licensed Lotteries.

3. Game Procedures

All Game Procedures shall be approved by the Commission prior to the launch of any Game. Any Game Procedures shall be deemed to be so approved if they comply with the terms of the relevant template approved from time to time by the Commission.

4. Code of Practice

- (1) The Licensee shall adopt, maintain and comply with the Code of Practice.
- (2) The Licensee shall not make any changes to the Code of Practice without the prior written consent of the Commission. For the avoidance of doubt, this condition shall not affect any exercise by the Licensee of its discretion where specifically provided by the Code of Practice.
- (3) The Code of Practice shall, inter alia, establish the restrictions to be observed by the Licensee in developing the Player Interfaces for any and/or all lotteries to be promoted under this licence.

5. Player information

(1) The Licensee shall ensure that the following information is available on the Interactive Platform where Plays in any and/or all Licensed Lotteries are available for sale:

(a) price per Play in the relevant Licensed Lottery;

(b) any Game Specific Rules for those Games which are accessible via the Game Landing Screen;

(c) the Game Procedures for those Games which are accessible via the Game Landing Screen;

(d) the method by which any Registered Player may set or change his or her System Limits; and

(e) further information on the operating systems and browser types supporting each licensed lottery.

- (2) The Licensee shall ensure that the following information is available on the Interactive Platform to each Registered Player where Plays in any and/or all Licensed Lotteries are available for sale:
- (a) the balance in his or her Account at any given time;
 - (b) details of all Games played by a Registered Player (including the outcome of each Play) and of all financial information relating to the use by that Registered Player of his Account for the preceding 180 day period (subject always to a Registered Player's right to obtain a complete history of such details from the Licensee in accordance with the Interactive Account Terms and Conditions for such longer period as the Registered Player shall require);
 - (c) the extent to which a player has limited certain aspects of his or her participation in the Licensed Lotteries, as provided for in the Interactive Account Terms and Conditions;
 - (d) the matters set out in Condition 2(6) of Schedule 2, as well as the fact that the outcome of any Play is predetermined by the Interactive Platform at the point of purchase of a Play by a Registered Player;
 - (e) the method by which a Registered Player may set or change his or her System Limits; and
 - (f) any information so required by the Commission in its reasonable discretion.
- (3) The Licensee shall provide to each winner of either an Annuity Prize, a Non-Cash Prize or a Regular Payment Prize, a clear and easy to understand written guide at the time at which the claim is made either by a personal visit of the winner to a Regional Centre, in person at the claimant's home or other agreed location. Such guide shall include details of information the claimant is likely to be required to provide and information on key choices the claimant will be required to make as part of the claim process. The guide shall also include a question and answer section providing answers to questions claimants are likely to ask.
- (4) Game Specific Rules shall be required for a Licensed Lottery if any of the prizes are not to be paid as a lump sum, or are non-cash prizes.

6. Sale of a Play

An entry in a Licensed Lottery shall be treated as sold by the Licensee to a Registered Player and that Registered Player shall be irrevocably committed to participating in that Licensed Lottery when he or she indicates his or her consent to making a Play in accordance with the Account Terms and/or the Game Rules (and/or the relevant Game Specific Rules, if appropriate), and at such time part of the funds available in that Player's Account shall be drawn down from that Account to purchase the entry in the relevant Licensed Lottery.

7. Player eligibility

Plays in the Licensed Lotteries shall only be accepted from Registered Players.

8. Price per Play¹²³⁴⁵⁶

¹ Schedule 3 Condition 8 varied by consent on 4 May 2014

² Schedule 3 Condition 8 varied by consent on 22 July 2014

³ Schedule 3 Condition 8 varied by consent on 8 September 2014

⁴ Schedule 3 Condition 8 varied by consent on 9 October 2015

⁵ Schedule 3 Condition 8 varied by consent on 31 July 2017

⁶ Schedule 3 Condition 8 varied by consent on 29 March 2018

- (1) There shall be a price per Play for each Licensed Lottery.
- (2) Subject to the Commission specifying a lower amount, the maximum price of a Play in any Licensed Lottery shall not exceed £10.
- (3) Subject to the Commission specifying a lower limit, no more than 70% of all Licensed Lotteries on sale at any one time shall have a price per Play in excess of £1. It is agreed that this limit shall apply separately to Licensed Lotteries optimised for play on a mobile device than it does to Licensed Lotteries not optimised for play on a mobile device.
- (4) Subject to the Commission specifying a lower limit, no more than 70% of all Licensed Lotteries launched in any Financial Year shall have a price per Play in excess of £1. It is agreed that this limit shall apply separately to Licensed Lotteries optimised for play on a mobile device than it does to Licensed Lotteries not optimised for play on a mobile device.
- (5) Subject to condition 8(2) above, and to condition 8(10) below, no more than six Licensed Lotteries with a price per Play of £3 may be launched in any one calendar year.
- (6) Subject to condition 8(2) above, and to condition 8(10) below, with the exception of a 48 hour period around the changeover of £3 Licensed Lotteries when a maximum of five shall be on sale, no more than four Licensed Lotteries with a price per Play of £3 shall be on sale at any one time.
- (7) Subject to condition 8(2) above, and to condition 8(10) below, no more than five Licensed Lotteries with a price per Play of £5 may be launched in any one calendar year.
- (8) Subject to condition 8(2) above, and to condition 8(10) below, with the exception of a 48 hour period around the changeover of £5 Licensed Lotteries when a maximum of three shall be on sale, no more than two Licensed Lotteries with a price per Play of £5 shall be on sale at any one time.⁷
- (9) With the exception of any Lotteries licenced outside of this Class Licence, no more than one Licenced Lottery with a price per Play of £10 shall be on sale at any one time. A Licenced Lottery optimised for play on a mobile device that has the same Game name and has the same Prize Payout Structure as a Licenced Lottery that is not optimised for play on a mobile device will, for the purposes of this condition, count as one Licenced Lottery, regardless of any differences in the Player Interface.
- (10) With the exception of any Lotteries licenced outside of this Class Licence, the Licensee shall only launch a Licenced Lottery with a price per Play of £10 where the imagery and top prize is consistent with the £4m Colour Pulse Interactive Instant Win Game previously approved by the Commission.
- (11) It is agreed that a Licensed Lottery optimised for play on a mobile device that has the same Game name and has the same Prize Payout Structure as a Licensed Lottery that is not optimised for play on a mobile device (on sale at the same time) will, for the purposes of calculating the number of Licensed Lotteries launched or on sale under conditions 8(5) to 8(9) above, count as one Licensed Lottery, regardless of any differences in the Player Interface.⁸
- (12) It is agreed that for an 18 month trial period, from 01/04/2018 until 30/09/2019, the Licensee shall ensure that⁹:

⁷ For an 18 month temporary trial period, from 01/04/2018 until 30/09/2019, text in grey is dis-applied. This follows a Licensee licence application, approved by the Commission as outlined in a letter to the Licensee on 17 October 2016.

⁸ For an 18 month temporary trial period, from 01/04/2018 until 30/09/2019, text in grey is dis-applied. This follows a Licensee licence application, approved by the Commission as outlined in a letter to the Licensee on 17 October 2016.

⁹ This follows a Licensee licence application, approved by the Commission as outlined in a letter to the Licensee on 17 October 2016.

- (a) Subject to the Commission specifying a lower limit, no more than 80% of all Licensed Lotteries on sale at any one time shall have a price per Play in excess of £1. It is agreed that this limit shall apply separately to Licensed Lotteries optimised for play on a mobile device than it does to Licensed Lotteries not optimised for play on a mobile device.
- (b) Subject to the Commission specifying a lower limit, no more than 80% of all Licensed Lotteries launched in any Financial Year shall have a price per Play in excess of £1. It is agreed that this limit shall apply separately to Licensed Lotteries optimised for play on a mobile device than it does to Licensed Lotteries not optimised for play on a mobile device.

9. Rights reserved to the Gambling Commission

- (1) Notwithstanding any approval or consent provided under Condition 3 and 4 of this Schedule, the Commission reserves the right to require the Licensee at any time to make any amendments it shall in its absolute discretion consider appropriate to a Player Interface for any Licensed Lottery. The Commission shall provide the Licensee with no less than 24 hours notice of its requirements. In addition, the Commission reserves the right to require the Licensee to immediately suspend the use of any Player Interface pending the amendment of such Player Interface and its subsequent approval by the Commission.
- (2) The Commission reserves the right to require the Licensee to declare defective a "Play", "Claimed Play" or "Game" (as such terms are defined in the Interactive Account Terms and Conditions and/or the Game Rules (or the relevant Game Specific Rules, if appropriate)).
- (3) The Licensee shall forthwith comply with any requirements the Commission shall notify to it pursuant to this Condition 9.

10. Privacy

- (1) Save as required by law, the Licensee shall not disclose the identity of
 - (a) any Player, any Registered Player or any Prizewinner without the prior consent of that Player, Registered Player or Prizewinner.
 - (b) any other person or persons identified by a Prizewinner (a) as a member of the Prizewinner's playing group (being any group of persons who have agreed to contribute to a pool of funds for the purpose of playing a Licensed Lottery) and (b) as thereby entitled to a share of the Prizewinner's prize (provided that the Licensee shall be entitled, for the purposes of this condition, to rely, without further enquiry, on the accuracy, completeness and comprehensiveness of any such identification).

11. Provision of information

- (1) The Commission shall specify to the Licensee the information that it requires from the Licensee for each and every Licensed Lottery.
The Licensee shall provide the required information to the Commission within 24 hours of a Game being made available for sale to players or within 24 hours of the introduction of a new Player Interface.
- (2) At regular intervals to be specified by the Commission (including, but not limited to, on termination of each Licensed Lottery), the Licensee shall provide the Commission with a report detailing:
 - (a) the number of Plays sold for each Licensed Lottery; and
 - (b) the number of prizes won at each prize tier level in each Licensed Lottery.

- (3) The Licensee shall provide regular reports to the Commission on trends in participation in the Licensed Lotteries by Registered Players on a basis to be specified by the Commission.
- (4) The Licensee shall advise the Commission of changes to player-facing screens on the Interactive Platform on a basis to be specified by the Commission after consulting with the Licensee.
- (5) Without prejudice to the generality of condition 11(3) above, the Licensee shall provide the Commission with such reports as the Commission shall request in writing to assist it in monitoring whether any Game or Games is or are being played, or likely to be played, excessively. Such reports shall be in such form and contain such information as the Commission shall specify after consulting the Licensee and shall be available to the Commission from no later than 28 days of receipt by the Licensee of the relevant written request.
- (6) The provisions of this condition 11 shall be without prejudice to the rights of the Commission in relation to the provision, inspection of accounts and access to information contained in condition 10 of the Third Licence.

12. Withdrawal of a Licensed Lottery

The Licensee shall forthwith withdraw a Licensed Lottery when so required by the Commission at its sole discretion.

13. Public announcements

The Licensee shall make such public or other announcements as the Commission shall direct with a view to remedying any failure by the Licensee to comply with the terms of this licence (or preventing any such failure where it has not yet occurred) if the Commission reasonably believes that such announcement is appropriate or necessary in order to protect the interests of participants in a Licensed Lottery. Any such announcement shall be made at the expense of the Licensee and may be required to be made by way of any electronic means, including on the Interactive Platform, or by way of paid advertisement in such number of national or regional newspapers as the Commission may specify or by way of circulars posted to participants in a Licensed Lottery or in such other manner (including paid television or radio advertisement) as the Commission may reasonably require.

14. Suspension of the Third Licence

If the Third Licence is suspended under paragraph 7 of Schedule 3 to the Act the Licensee shall not promote any Licensed Lottery pursuant to this licence (and in particular shall not permit any Plays to be made in any Licensed Lottery) without the prior consent of the Commission.

15. Excessive Participation

If in the opinion of the Commission the promotion of any Licensed Lottery shall, alone or together with any other factor, including but not limited to the promotion of any other Licensed Lottery, have resulted or be likely to result in excessive participation in any Constituent Lottery by any person or group of persons or generally, it may require the Licensee to suspend (from such date and for such period as it may specify or indefinitely) the promotion of or sale of future Plays for that Licensed Lottery.

16. General

- (1) Any Condition contained in the Third Licence that is relevant to or bears upon the promotion of the Licensed Lotteries by the Licensee pursuant to this Licence, including, but without limitation, Condition 7, shall, so far as is not inconsistent with this Licence, apply to this Licence as if that condition were incorporated in this Licence.

- (2) The Commission's rights and remedies pursuant to this Licence in relation to a breach of any condition that has been incorporated into this Licence by virtue of Condition 16(1) shall be restricted to the revocation of this Licence.
- (3) Nothing in this Condition 16 shall restrict the Commission's rights or remedies pursuant to the Third Licence that is also a breach of this Licence by virtue of Condition 16(1).

SCHEDULE 4: Interactive Instant Win Games – Code of Practice

ACCESSIBILITY

Camelot will develop its interactive services and games in line with industry best practice, with emphasis on usability, compatibility, security for browsers and catering for disabilities. Camelot will continue to develop the sites to maintain the widest availability.

The use of any potentially damaging effects in animation and/or game play will be avoided, including strobe effects. In addition, game play will not incorporate subliminal messaging.

EXCESSIVE PLAY

Camelot will not market games that might encourage excessive play habits.

In order to assist a player to control their play, the Interactive offering shall incorporate functionality that enables a registered player to manage their own play habits.

GAME NAMES AND SUBJECT MATTER

All games will be presented clearly, showing the price point and details of the prizes on offer together with an explanation of how the game is played.

All Games and Player Interfaces shall comply with the requirements of all relevant legislation (including subordinate legislation and the rules of statutorily recognised regulatory authorities) for the time being in force or applicable in the United Kingdom.

In the event a game is visually similar to a game available in retail, it will be clearly identified as a separate game.

If a game is re-released it will be clearly indicated as being a new game.

Where a previous Player Interface is linked to a different Prize Structure, this change of Prize Structure will be made clear to Players.

Camelot will not use subject matter that could offend, discriminate or exclude players. Without limitation to the generality of the foregoing Camelot will ensure that:

- Games will not be named and/or designed in a way that suggests that winning the game is anything other than a matter of chance;
- Games will not be named and/or designed in a way that misrepresents the chance of winning;
- Games will not be named and/or designed in a way that exploits an individual's financial anxiety;
- Games will not be named and/or designed in a way that encourages excessive or reckless playing;
- Games will not make use of overtly sexual imagery or refer to sexual orientation in a manner that could be interpreted as being offensive;
- Games will not be named and/or designed with weapons being used depicting violent activity; weapons may be used when in context for games that are of a sporting nature or in other non-violent scenarios
- No Game Name and/or Game Design will be of an overt or covert political or religious nature;

- No game or game imagery is directly linked to any gaming or betting other than Bingo.

No reference will be made in any game play to nor shall there be any visual representation in any Game Design of:

- Tobacco;
- Drugs, whether prohibited under UK law or available only on prescription;
- Use of alcohol that is inconsistent with the image of the National Lottery;
- Any form of gaming (apart from Bingo themed games), betting or unlawful lottery or prize competition;
- Anything that might promote criminal activity or unlawful behaviour;
- Any foul/abusive language;
- Anything, apart from the lottery nature of the Game, that could reasonably cause offence to an ethnic minority;
- Stereotypes, whether racial, cultural, regional or sexual.

UNDERAGE PLAY

It is illegal to sell National Lottery Products to people under the age of 16.

Camelot will prohibit people under the age of 16 from playing National Lottery Interactive Instant Win Games, through the adoption of age verification mechanisms during registration.

In addition, no suggestion should be made in the design of games or in their advertising or promotion that under 16s can participate. For example, without prejudice to the generality of this requirement, the Licensee shall ensure that nobody under the age of 16 is referred to in a Game Name or depicted in a Game Design.

The Licensee shall take all steps that may reasonably be required to minimise the risk that a new game will have particular appeal to under 16s. For example, without prejudice to the generality of this requirement, no Game Names or Game Designs should feature any personality, whether real or fictitious, whose example people under 16 are likely to follow or who has particular appeal to people under 16.

SCHEDULE 5: Prize Payout Structure

- (1) Subject to the Commission specifying a different range, the Expected Prize Payout Percentage for each and every Licensed Lottery with a price per Play of £5 or below shall be in the range 50% to 75%. The Expected Prize Payout Percentage for a Licenced Lottery with a price per Play of £10 shall be 72%.¹⁰
- (2) The chance of winning any prize in a Licensed Lottery shall remain the same for each Play made in that Licensed Lottery.
- (3) Save with the prior written consent of the Commission, the chance of winning a prize in the lowest prize tier in any Licensed Lottery shall not be more than three times the combined chance of winning a prize other than one in the lowest prize tier in that Licensed Lottery.
- (4) In order to be promoted pursuant to this licence, a lottery must offer Players the chance to win one or more of the following:
 - (a) a cash prize where such prize is payable to the Player in a single lump sum;
 - (b) a Non-Cash Prize;
 - (c) a Regular Payment Prize;
 - (d) an Annuity Prize.
- (5) Subject to the Commission specifying a lower amount, the upper limit on Top Prizes will be:
 - (a) £2 million for Regular Payment or Annuity Prizes; and
 - (b) £1 million for cash prizes from Licenced Lotteries with a price per Play of £5 or below, where such prizes are payable to the Player in a single lump sum; and
 - (c) £4 million for cash prizes from Licenced Lotteries with a price per Play of £10, where such prizes are payable to the Player in a single lump sum.¹¹

¹⁰ Schedule 5, Condition 1 varied by consent on 31 July 2017

¹¹ Schedule 5, Condition 5 varied by consent on 31 July 2017