



Approved and Certified by the
Gambling Commission

THE WEATHER LOTTERY PLC: FULL RULES

Legal Notices

The *Society* is registered with the *Authority* to conduct lotteries. The *Promoter* is the individual nominated by the *Society* to promote the *Weather Lottery plc* lottery.

All *Weather Lottery plc* lotteries conducted by the *Promoter* are promoted by him in accordance with Section 5 of the Lotteries and Amusements Act 1976 (as amended) and are conducted for the benefit of the *Society*.

The total number of *Weather Lottery plc* lotteries intended to be promoted by the *Promoter* during any period of 12 months shall be a maximum of 260. The maximum proportion of the whole proceeds of each *Weather Lottery plc* lottery apportioned for the provisions of prizes in that lottery shall be 45%.

Members and officers of the *Authority* are not precluded from playing.

The *Society*, through the *Promoter*, is solely responsible for the promotion and management of the *Society's Weather Lottery plc* lotteries. Lottery Service Providers Limited, the lottery services provider as agent of the *Promoter* and the *Society*, is not itself a promoter.

Please post all enquiries relating to the *Weather Lottery plc* (together with an SAE) to the *Promoter* c/o Lottery Service Providers Limited, 24 St Michaels Road, Headingley, Leeds, LS6 3AW.

1. Rules

The terms and conditions, instructions, information and rules on all *Weather Lottery plc* lottery leaflets or notices and other materials produced by or on behalf of the *Promoter* form part of the *Full Rules*, provided that, in the event of a conflict of interpretation, the provisions herein set out shall prevail.

The submission of a *Weather Lottery plc* application form for processing implies acceptance of these *Full Rules* and to their interpretation under UK law and exclusively by the UK courts.

Decisions by or on behalf of the *Promoter* in the exercise or interpretation of any of the *Promoter's* rights or discretions in connection with the *Full Rules*, shall be final and binding.

2. **Eligibility**

Applications must be by players aged 16 years or over and on a *Weather Lottery plc* form or leaflet in current issue and produced for the *Promoter* and the *Society* (“*Application Form*”). No application will be processed unless full payment for a minimum playing period is received in cleared funds and the *Promoter* and its agents are otherwise satisfied that the *Full Rules* have been (and can continue to be) complied with.

3. **Application Forms**

No application is deemed to have been accepted unless and until players have submitted a valid, legible and properly completed *Application Form*; payment has been received in cleared funds for the full amount (and by one of the methods) stipulated on the application form; and the later of the date on which written confirmation of acceptance has been posted to players by the *Promoter* or its agents and 10 days after the date of receipt by the promoter of an application form.

The *Promoter* may reject any application without giving a reason, therefore, at its absolute discretion.

4. **The Weather Lottery plc Lotteries**

The *Promoter* will endeavour to conduct a *Weather Lottery plc* lottery on every qualifying day. A qualifying day is any day other than a Saturday or Sunday (except for a reserve day which shall be a qualifying day) or any other day which precedes a day on which the *Promoter*’s selected newspaper is not published. A reserve day is the weekend day (being a weekend day immediately preceding a day on which the selected newspaper is published) immediately following a non-qualifying day (other than a weekend day). The selected newspaper shall be “The Daily Telegraph” or such other newspaper as the *Promoter* may (at his discretion) select from time to time (and which publishes daily information on temperatures in world cities based on information provided by the UK Meteorological Office).

The *Promoter* will check the Fahrenheit temperatures published in the selected newspaper on the day immediately following the day of each *Weather Lottery plc* lottery. The winning numbers shall be the last published digit taken from the highest temperatures in degrees Fahrenheit for each relevant city (being one of the six cities (or other locations) printed on the *Application Form* – Corfu, Istanbul, Tenerife, Innsbruck, Edinburgh, Stockholm.)

In the event that one or more of the six cities chosen are not printed in the selected newspaper, back up cities will be used.

The recorded temperature refers to the preceding day and not the day of the draw. In the event of any disparity between the temperatures published by the selected

newspaper and the Met Office, the temperatures in the selected newspaper shall prevail.

5. Subscriptions

Subscriptions can be made using the entry form for a fixed period encompassing 4 weeks, monthly, or 13 weeks (“*Playing Period*”) with an option for players to elect for automatic renewal of consecutive *Playing Periods* without notice where players have paid for the first playing period by a permitted payment method which enables the *Promoter* to automatically raise renewal charge(s) without being required to give player further notice.

Players wishing to buy chances for any other period (from one daily chance at 20p upwards) should apply to the *Promoter* in writing.

Once payment has been received and an application accepted the contract is not liable to cancellation or early termination before the end of the playing period. Monies will be held by the *Promoter* or the *Society* or their respective agents on account of each *Weather Lottery plc* lottery during the playing period and will be applied in advance and automatically on each player’s behalf. The amount of each installment for a lottery shall be calculated by reference to the daily rate for each set of numbers entered, as advertised on the *Application Form*.

6. Prizes

Prizes are as published on the *Weather Lottery plc Application Form*.

There are no alternatives for any prize and no interest is payable on any prize.

There is a limit of one prize per entry which will be the highest possible prize awardable for the applicable entry. The award of any prize is dependent on players having complied with the *Full Rules*.

7. Despatch of Prizes

Subject to the *Promoter* and his agents being satisfied that the *Full Rules* have been complied with, prizes will be despatched automatically to each winner’s address as stated on the *Application Form* (including authorised amendments) within 28 days of the relevant lottery game.

All prizes will be paid by means of cheque although the *Promoter* may elect to pay smaller prizes in cash.

The *Promoter* shall not be obliged to accept any request to change an applicant’s address as printed on the application form, unless the request has been received at the *Weather Lottery plc* address printed on the application forms together with (i) a stamped SAE and (ii) proof of identity comprising a copy of either a driving license or passport and an original bank or building society statement (which will be returned with the acknowledgement of change of address). Written

acknowledgement of acceptance or otherwise of the change of address request shall be despatched in the SAE within 7 days of receipt of the requisite documents at the *Weather Lottery plc* address as stated.

8. Responsibility of the Promoter and the Society

To the fullest extent permitted by applicable law (but not otherwise) neither the *Promoter* nor the *Society*; its officers or employees or their respective agents shall be liable for any loss, damage or liability whatsoever occasioned by a player or prospective player arising in connection with the misproduction of any *Weather Lottery plc* application form or the misrecording of an applicant's numbers, date or name and address, or the loss, theft or delayed receipt of an application form or any communication sent to or received by or on behalf of the *Promoter* including (but not limited to) a prize cheque or other payment.

9. Validity and Decisions

The *Promoter* may, without giving reason or notice, decline to accept an application; terminate or suspend the scheme or cancel an existing subscription in any of which events neither the *Promoter* nor the *Society* or their respective agents shall be liable to the applicant or subscriber for any actual or perceived loss, damage or liability thereby arising other than for the return of any monies held on account of future lotteries and the award of prizes for lotteries conducted prior to such termination or suspension of the scheme or cancellation of a subscription. The *Promoter's* decisions required to be made pursuant to these *Full Rules* shall, once made, be final and binding.

Save where the *Full Rules* expressly provide otherwise, the *Promoter* shall not be obliged to respond to or to enter into any correspondence.