# **Terms and Conditions**

# Rules for Draw-Based Games Played Online

These Rules for Draw-Based Games Played via the Scratch me Retail Partner outlets (the "Rules") apply when You play any Draw-Based Game,. Each Draw-Based Game also has its own Game Procedures that apply, and certain Draw-Based Games may also have their own Game Specific Rules that apply from time to time.

You can view all Scratch Me Rules and Procedures and the Account Terms on the Scratch Me website. <u>www.scratchmelottery.com</u> You can also get copies of these documents by calling Customer Care Team on 07039999968,07039997266 or by writing to Scratch Me, at 1 Professor Olabisi Olagoke Street, off Remi Olowude street, Lekki, Lagos.

All words and phrases in these Rules that begin with a capital letter and have specific meaning are explained below or in Rule 16.

## 1. Buying Entries

- o 1.1 You can only buy an Entry if You are physically located in Nigeria.
- 1.2 Each Entry must be bought for its full price, unless Entries are given away for free by 4242 Global Investment in a promotion or as prizes for Scratch Me games. Entries can only be bought from 4242 Global Investment LTD.
- 1.3 A Selection won't be entered into a Draw after the relevant Draw Break. This will usually be 30 minutes before the relevant Draw takes place.
- 1.4 Your Entry will only be valid if it is recorded on 4242 Global Investment's Computer System.
- 1.5 You can only buy Entries and receive Prizes in line with these Rules, the Account Terms and the Game Procedures and any Game Specific Rules that apply to a Game.
- 1.6 There is no general right for a person to buy an Entry. 4242 Global Investment can refuse to sell Entries to anyone, and/or limit the number of Entries You can buy, without giving a reason.
- 1.7 Subject to Rule 1.9, the following people cannot buy an Entry (and 4242 Global Investment will not be liable to pay a Prize to them):
  - (a) anyone under the age of 18 whether that person is buying it for themselves or anyone else;
  - (b) directors and employees of 4242 Global Investment LTD;
  - (c) specified employees of any of 4242 Global Investment LTD's key contractors or subcontractors (as specified by the Commission from time to time);
  - (d) personal partners and persons who are, to some extent, maintained by anyone mentioned in Rules 1.7(b) or (c), in either case if living in the same household as that person;
  - (e) any person who has an Account which has a status that prohibits them from buying an Entry or receiving a Prize (including without limitation a person whose Account has been suspended or terminated);
  - (f) any person who is not physically located in Nigeria or when seeking to buy, or at the time of buying, the relevant Entry;
  - (g) any person who does not meet the criteria set out in Section 1.2 of the Account Terms (and, for those who play by Direct Debit, Rule 3.2 of these Rules);
  - (h) any person who is prevented from playing under the Commission's Codes of Conduct; and

- (i) anyone else 4242 Global Investment LTD and the Commission may decide and specify in any amendment which is made to these Rules or in any other appropriately published communication from time to time.
- 1.8 If a Prize is paid to anyone listed in Rule 1.7, that person will be required to repay the Prize immediately if 4242 Global Investment LTD requests it.
- 1.9 With the Commission's written consent, 4242 Global Investment LTD employees will be able to buy Entries but only for the purpose of testing Accounts and how they operate. The Commission may impose conditions on any consent granted including, for example, that 4242 Global Investment LTD employees and 4242 Global Investment LTD will not be entitled to benefit from any Prize won by any such Entries.

## 2. Your Responsibilities

- 2.1 You are responsible for keeping safe and confidential any information required to claim a Prize for a particular Entry (including, for example, the relevant Ticket Number and Your Identification Information). If You aren't able to provide sufficient Identification Information when claiming a Prize, the Prize won't be paid.
- 2.2 You are also responsible for:
  - (a) checking that Your Ticket shows the correct Entries, Games and Draw dates and that it doesn't include duplicate Lucky Dip® Entries for the same Draw. Any raffle number given for a Draw should be unique – You should let 4242 Global Investment LTD know if this isn't the case for Your Ticket; and
  - (b) claiming (where applicable) and checking You receive the full amount of any Prize You are entitled to.

# 3. Playing Through Third parties

- 3.1 The Scratch me Lottery will be played through a variety of third party agents including but not limited to Shoprite, Jara, Momo, Dot and Bankly, more third party vendors to be added at a future date, an up to date list of partners will be available on the Scratch Me Lottery Website
- 3.2 Our Third party retail partners have a right to refuse play if they believe you are ineligible to play any of our games through them
- 3.3 How to play videos are available on the Scratch Me Lottery Website
- 3.4 4242 Global Investment LTD expressly disclaims all liability for any actions, omissions, or services provided by third-party agents, including but not limited to Shoprite, Jara, Momo, Dot, and Bankly. 4242 Global Investment LTD shall not be held responsible for any errors, delays, interruptions, or issues arising from the actions, inactions or services of third-party agents.
- 3.5 By engaging with third-party agents for lottery-related services, you agree to abide by the terms and conditions set forth by those agents. Any disputes or issues arising from interactions with third-party agents must be resolved directly with the respective agent, and 4242 Global Investment LTD shall have no involvement or liability in such matters.
- 3.6 4242 Global Investment LTD may add or remove third-party agents or update its partnerships at its discretion. An up-to-date list of third-party agents will be available on the Scratch Me Lottery Website.

# 4. Claiming a Prize

- 4.1 Subject to Rule 5.4, You can only claim a Prize if You are the holder of a ticket with a Winning Entry.
- 4.2 Receipts cannot be used as evidence of an Entry or of the numbers selected for a Game, or used otherwise to claim a Prize, nor can a purchase confirmation made available to You (or sent to You) by 4242 Global Investment LTD be used under any circumstances as evidence that You are entitled to a Prize.
- 4.3 Unless You follow the procedure set out in Rule 4.5, and subject to the time limits set out in Rule 4.4, Prizes must be claimed before the end of the 180<sup>th</sup> day after the relevant Draw (the "Claim Period"). Your entitlement to a Prize will be lost and the Prize will not be paid if a Prize is not claimed within the Claim Period, unless You follow the procedure set out in Rule 4.5. See Rules 7.1 and 7.2 for how to claim Your Prize.
- 4.4 If You are claiming a Prize:
  - (a) through Your Account by confirming payment should be made to You, you must do this before 11.00pm on the last day of the Claim Period;
  - (b) by phoning the Customer Care Team, you must phone during the Customer Care Team's normal opening hours which, at the time of writing these Rules, are 8.00am to 6.00pm Monday to Saturday reduced opening hours may apply over the Christmas and New Year Period. See the Site for current opening hours;
  - (c) in person from 4242 Global Investment LTD, 4242 Global Investment LTD must receive sufficient information to prove You are the holder of the Account that has the Winning Entry, together with a completed Prize Claim Form or any other form 4242 Global Investment LTD requires You to complete (where required), at any 4242 Office during 4242 Global Investment LTD's normal business hours\* within the Claim Period; or, in the case of a claim for a Prize over #50,000, at Your home or any other agreed location at the time agreed by 4242 Global Investment LTD within the Claim Period.
  - \*4242 Global Investment LTD's normal business hours are 9am to 5pm Monday to Friday (excluding Bank Holidays). Reduced hours may apply over the Christmas and New Year period.
- 4.5 A Prize can be claimed in person within seven days after the end of the Claim Period if, before the end of the Claim Period, You contact 4242 Global Investment LTD and notify it that You intend to claim a Prize in this way (and give Your name, address and all details of the Entry that 4242 Global Investment LTD reasonably requires) and if You then present the proof of identity and any relevant completed Prize Claim Form in person at a Regional Centre during normal business hours (see Rule 4.4) within the seven day period (or, in the case of a claim for a Prize over #50,000, at Your home or other agreed location at a time agreed by 4242 Global Investment LTD, within the 7 day period). You can contact 4242 Global Investment LTD by:
  - (a) phoning the Customer Care Team during its normal opening hours from time to time. See the Site for the Customer Care Team's current opening hours; or
  - (b) emailing <u>info@4242globalinvestment.com</u> 4242 Global Investment LTD must receive the email before the end of the Claim Period.

If You fail to claim within the additional seven-day period, your entitlement to the Prize will be lost and the Prize will not be paid. • 4.6 You can only claim for the highest Prize tier Your Entry has won in. You cannot claim a Prize for a lower Prize Tier, or any otherwise unclaimed Prize in that particular Draw or Prize pool.

# 5. Prize Claim Forms

- 5.1 You must provide a completed Prize Claim Form when claiming a Prize of, or worth, over #50,000. 4242 Global Investment LTD can also, at its discretion, require a completed Prize Claim Form (or any other form issued by 4242 Global Investment LTD) to be provided for any other Prize. Prize Claim Forms will be provided by 4242 Global Investment LTD.
- 5.2 In certain circumstances, 4242 Global Investment LTD may decide (in writing and subject to any terms and conditions imposed by 4242 Global Investment LTD) that a Prize Claim Form does not need to be submitted.
- 5.3 The Prize Claim Form must be completed in the name of, and signed by, the holder of the relevant Ticket and be submitted with any Identification Information required by 4242 Global Investment LTD to prove that they are the sole holder of the Ticket containing the Winning Entry. If the Ticket holder is unable to complete a Prize Claim Form due to legal, physical or other disability, their authorised representative can complete the Prize Claim Form in the Ticket holder's name and sign it on their behalf. The Prize Claim Form must state the Ticket holder's name and the name of their authorised representative, and must describe the authorised representative's status. 4242 Global Investment LTD is entitled (but is not required) to ask the authorised representative for evidence to prove they are allowed to claim on the Ticket holder's behalf.
- 5.4 A person can claim on behalf of a deceased Player's estate if they can prove, to 4242 Global Investment LTD's reasonable satisfaction, that they are entitled to make the claim (for example by providing a grant of probate to show their appointment as a personal representative of the deceased Player's estate). The person claiming will need to submit any relevant proof with the Prize Claim Form, or any other form 4242 Global Investment LTD may require.
- 5.5 The person signing the Prize Claim Form (or any other form 4242 Global Investment LTD requires) will, if they are signing as the holder of the relevant Ticket, be representing that they are lawfully entitled to the Prize (or, if signing as authorised representative of the holder of the relevant Ticket, that they are lawfully entitled to claim the Prize on behalf of the holder) and that the information contained in the Prize Claim Form is accurate and complete. That person signing the Prize Claim Form or any other form 4242 Global Investment LTD requires (and the holder of the relevant Ticket, if the authorised representative is signing) will indemnify 4242 Global Investment LTD against any costs, losses, damages and expenses which 4242 Global Investment LTD may incur in relation to the Entry or the Prize as a result of any misrepresentation on the Prize Claim Form (or such other form 4242 Global Investment LTD requires).
- 5.6 Once payment of the Prize has been made to the person shown on the Prize Claim Form or any other form 4242 Global Investment LTD requires (or that person's authorised representative), 4242 Global Investment LTD and its officers, employees, representatives, contractors and any person, firm or company authorised by 4242 Global Investment LTD to pay Prizes will have no further liability for payment of that Prize.
- 5.7 4242 Global Investment LTD is entitled to refuse to process any payment if a Prize Claim Form (or any other form required by 4242 Global Investment LTD) is incomplete.

# 6. Validation Requirements

- 6.1 Before a Prize can be paid on an Entry, it must be successfully validated in line with 4242 Global Investment LTD's reasonable validation procedures adopted from time to time. 4242 Global Investment LTD's decision about whether the Entry is valid will be final and binding.
- 6.2 Without limiting the effect of Rule 6.1, 4242 Global Investment LTD will declare an Entry invalid (and will not, therefore, pay any Prize) if:
  - (a) the Entry is the result of an act by You or another person that was intended to increase the chances of You or that person winning a Prize in the relevant Game above the chances enjoyed by other Players of that Game, or to increase that Prize; or
  - (b) the Entry is counterfeit, all or part of the Entry has been forged, or the Entry fails to pass 4242 Global Investment LTD's validation and security checks; or
  - (c) the Prize claim is not received within the relevant claim period set out in Rules 4.3 and 4.5; or
  - (d) the Ticket Number for the Entry is not on 4242 Global Investment LTD's official list of Winning Entries, or the relevant Prize for the Winning Entry with that Ticket Number has been paid previously; or
  - (e) the details associated with the Ticket Number of an Entry do not match 4242 Global Investment LTD's official records of that Ticket Number; or
  - (f) 4242 Global Investment LTD reasonably believes that the Entry was bought by or on behalf of a person falling in one of the categories in Rule 1.7.or
  - (g) the Entry violates any other provisions of the lottery rules or relevant laws and regulations it may be invalidated.
  - (h) In the event of technical errors or malfunctions in the entry submission process, entries affected by such issues may be invalidated.
- 6.3 Without limiting the effect of Rule 6.1, 4242 Global Investment LTD may declare an Entry invalid (and will not be obliged to pay any Prize) if:
  - (a) 4242 Global Investment LTD reasonably believes that the person claiming the Prize is not the holder of the relevant Ticket or that person's duly authorised representative, or that the information provided by the person claiming the Prize is incomplete or has been altered or tampered with; or
  - (b) the Entry has not been issued or sold by 4242 Global Investment LTD; or
  - (c) the Ticket Number (or any other unique feature of the Entry) does not match the records on 4242 Global Investment LTD's Computer System for the Game that the Entry relates to; or
  - (d) the Entry is defective, in whole or in part.
  - (e) If there are other grounds for invalidating entries as determined by 4242 Global Investment LTD and in accordance with applicable laws and regulations.

# 7. Payment of Prizes

• 7.1 The table below sets out how Interactive Prizes of different amounts should be claimed and will be paid.

Table showing how Interactive Prizes of different amounts should be claimed and will be paid

Total Prize value	How it is paid
Up to and including #50000	Interactive Prizes of up to and including #50000 will be paid directly into Your Account (MOMO) or paid in cash at any of our retail partners after the relevant Draw.
Over #50000 up to and including #500,000,000	You need to confirm before 11.00pm on the last day of the Claim Period for the relevant Draw, that an Interactive Prize of over #50000 up to and including #500,000,000 should be paid to the Account number provided by you during verification

7.2 Claims for Interactive Prizes of over #50,000 up to and including #500,000,000 should be made by calling the Customer Care Team during its normal opening hours before the end of Claim Period. You will need to quote Your Ticket unique reference Number during the call.

- 7.3 4242 Global Investment LTD reserves the right to:
  - (a) pay Prizes by cheque, bank transfer or direct credit.
  - o (b) ask You to attend a public place to claim Your Prize;
  - (c) withhold a Prize, providing it is acting reasonably, until it is entirely satisfied that an Entry is valid and that the claim has been made in good faith;
  - (d) withhold a Prize (or recover or seek to recover a Prize already paid) until it has carried out all appropriate checks and enquiries if in its discretion it believes, on reasonable grounds, that You (as the person claiming a Prize) are not lawfully entitled to payment of a Prize or that a Prize has been paid to You in circumstances where 4242 Global Investment LTD decides in line with Rule 11.1 that the Entry is invalid or defective, or where there is any other reason for 4242 Global Investment LTD (acting reasonably) to question entitlement to the Prize. Any checks and enquiries will be carried out promptly by 4242 Global Investment LTD. You shall repay immediately on demand any Prize 4242 Global Investment LTD seeks to recover;
  - o (e) recover a Prize incorrectly paid into Your Account;
  - (f) request proof of entitlement to a Prize (including, without limitation, Identification Information, proof of identity and capacity to claim);
  - (g) refuse to pay a Prize If You are unable to or fail to produce sufficient Identification Information when claiming a Prize;
  - (h) refuse to pay the Prize if you fail to consent to publicity and promotional activities;
  - (i) refuse to pay the Price if there are concerns or disputes related to the validity of the prize claim.
  - (j) photograph anyone claiming a Prize for 4242 Global Investment LTD's records;
  - (k) request a court to decide who a Prize should be paid to and/or make payment into court.
- 7.4 The right to a Prize is not transferable.
- 7.5 4242 Global Investment LTD will not be responsible or liable to any person claiming a Prize which has been paid to a person who assumed the identity of the relevant Account holder.

• 7.6 No interest will be payable on any Prize, including without limitation whilst any checks or enquiries are carried out in relation to a Winning Entry, whilst a dispute about the Entry or Prize claim is being resolved, or for the period a Prize remains unclaimed.

# Payment of Prizes to persons with a disability

• 7.7 If You are a person with a legal, physical or other disability and are claiming a Prize, 4242 Global Investment LTD may pay the Prize to Your authorised representative. To claim a Prize earned by a person with disability on their behalf, the authorized representative must provide sufficient proof of their status as the designated legal representative for the winner.

# 8. Draws and Winning Numbers

- 8.1 4242 Global Investment LTD will decide the time, frequency, date and method of the Draws for each Game.
- 8.2 Each Draw will:
  - (a) select Winning Numbers at random with the help of mechanical drawing equipment (or any other equipment 4242 Global Investment LTD may from time to time determine); and
  - (b) be conducted in line with the Draw Procedures and in the presence of a witness who will be a representative of an independent accounting firm.
- 8.3 If a Draw is interrupted because of equipment failure or for any other reason, the Draw will be completed in line with the applicable Draw Procedures for that Game. If a Draw can't take place on the date or at the time fixed, it will take place as soon as reasonably possible after that date.
- 8.4 If any Game draw is declared invalid, another draw will take place in line with the applicable Draw Procedures to determine the Winning Numbers.
- 8.5 The numbers drawn and recorded in writing by the witness mentioned in Rule 8.2(b) will be the Winning Numbers for that Draw.
- 8.6 4242 Global Investment LTD will only pay a Prize based on the official results of the relevant Draw recorded in line with Rule 8.5 and electronically recorded in 4242 Global Investment LTD's Computer System. 4242 Global Investment LTD won't pay a Prize based on results recorded anywhere else, including for example in newspapers, winning number telephone lines, or on the Site or App.
- 8.7 4242 Global Investment LTD won't be required to make any payment against any incorrectly announced number(s) at the Draw, and the witness as described in Rule 8.2(b) will confirm the correct number(s).
- 8.8 Where 4242 Global Investment LTD considers it reasonable to do so, it may
  postpone a Draw for as long as it considers to be appropriate in the
  circumstances. In that case (by way of example only, where there has been a
  significant disruption to the sale of entries for that Draw) 4242 Global
  Investment LTD may continue to sell entries for that Draw beyond that Draw's
  normal Draw Break.

# 9. Information About Winners

- 9.1 Except as required by law, 4242 Global Investment LTD will not disclose the identity of any Prize winner without that winner's prior written consent.
- 9.2 If You win a Prize, you understand and accept that 4242 Global Investment LTD may, if required by law, provide a third party with details of any Prize claimed by You or on Your behalf, or paid to You.

 9.3 4242 Global Investment LTD will process Your personal data in accordance with the Nigerian Data Protection Law, kindly click this link [insert privacy policy link] read how we collect, use and share your personal information.

# 10. Game Closures etc.

- 10.1 4242 Global Investment LTD can announce the closing date for an individual Game at any time. No Entries for that Game will be sold after the closing date.
- 10.2 4242 Global Investment LTD can also (at its absolute discretion) suspend or withdraw any Game.
- 10.3 In the event of the suspension or withdrawal of a game, 4242 Global Investment Limited may, at its discretion, introduce a replacement game or offer alternative opportunities to You. The terms and conditions of such replacements or alternatives will be communicated to You.
- 10.4 4242 Global Investment Limited shall not be liable for any losses, damages, or inconveniences arising from the closing, suspension, withdrawal or replacement of a game.

## 11. Limitation of Liability

- 11.1 Where instructed by the Commission, 4242 Global Investment LTD will, or may (in its discretion provided it is acting reasonably), declare that an Entry is defective. In these circumstances, all relevant Entries and all relevant Prizes won will be void and 4242 Global Investment LTD will either:
  - (a) give the affected Player an opportunity to have another Entry of equivalent price; or
  - (b) refund to the affected Player the amount they paid for the defective Entry.

4242 Global Investment LTD will decide which of (a) or (b) above shall apply. You do not have the right to cancel an Entry and except as set out in Rule 3, this Rule 11.1 and Rule 12.1, no refunds will be given in any circumstances. No interest will be payable in respect of any refunds made.

- 11.2 If 4242 Global Investment LTD is fully satisfied after proper and careful enquiries that a cancellation of an Entry was wholly and directly the result of 4242 Global Investment LTD's fraud, negligence or error, and that Entry would, but for that cancellation, have been a Winning Entry, then 4242 Global Investment LTD will not refund the cost of the Entry and 4242 Global Investment LTD's only liability will be to pay an amount equal to the Prize You would have been entitled to if the cancellation did not take place.
- 11.3 4242 Global Investment LTD's only obligation is to pay the Prizes won in any Game to the rightful owners of Winning Entries, or provide a refund in the circumstances set out in these Rules. Without limiting the effect of Rules 11.1 and 11.4, 4242 Global Investment LTD will not be liable in any circumstances for any loss of whatever nature other than, subject to Rule 11.4, the nonpayment of a Prize or the non-payment of a refund You are entitled to under these Rules. In particular, but without limitation, 4242 Global Investment LTD will not be liable for any loss of profits, special, indirect or consequential loss, suffered or incurred by You (or any holder or owner of an Entry, any person claiming a Prize during the Claim Period or any other person) that arises out of the withdrawal of any Game or from the participation or non-participation of

You or any person in any Game. This includes the loss, for whatever reason, of the chance to participate in that Game.

- 11.5 4242 Global Investment LTD will not be liable to any person for:
  - (a) events beyond its reasonable control and expectations (for example war, strike, lockout, industrial action, fire, flood, drought, power cut and/or failure or obstruction of any network, broadcasting or telecommunications service);
  - (b) the failure or destruction of, or damage to, all or part of the computer systems or records of 4242 Global Investment LTD or any third party (including, without limitation, the Site, the App and/or 4242 Global Investment LTD's Computer System);
  - (c) any mistakes caused by all or part of the computer systems or records of 4242 Global Investment LTD or any third party (including, without limitation, the Site, the App and/or 4242 Global Investment LTD's Computer System);
  - (d) delays, losses, mistakes or omissions in or made by the postal or other delivery service or by the banking system;
  - (e) any other action or event which prevents or hinders the issue of a valid Entry (including without limitation the failure of the App or Site to display correctly on any device used to view it);
  - (f) the refusal to sell an Entry to any person or to allow any person to play a Game Played Online;
  - (g) any losses caused by You, including the misuse or unauthorised use of passwords, money lost by playing the Games Played Online, and the failure to keep 4242 Global Investment LTD informed of changes to Your contact details;
  - (h) any losses caused by the failure or malfunction of Your equipment or technology or Your internet service provider or mobile phone network operator or mobile phone operating system, or the equipment, technology, internet service provider or mobile phone network operator of any other person or third party.
  - (i) Any losses arising from the actions of third parties not under the direct control of 4242 Global Investment LTD.
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- 11.6 Nothing in these Rules excludes or limits (a) any person's liability (i) for fraud; or (ii) for death or personal injury caused by breach of any duty that person may have to take reasonable care or exercise reasonable skill; or (b) any other liability which cannot lawfully be excluded or limited.
- 11.7 You acknowledge and agree that You do not rely on, and shall have no remedy in respect of, any statement, representation or warranty (whether negligently or innocently made) or understanding of any person whether or not such person is a party to these Rules.

# 12. Disputes and 4242 Global Investment LTD's Decisions

 12.1 4242 Global Investment LTD's decision about whether or not an Entry is a Winning Entry, or in relation to any other matter or dispute arising from the payment or non-payment of Prizes, will be final and binding provided that it is a reasonable decision (and subject to Rule 12.4). Without limiting the effect of the previous sentence, Rule 11.1, and Section 12.3 of the Account Terms, following any such decision made by 4242 Global Investment LTD, 4242 Global Investment LTD may (at its discretion), reimburse the cost of the Entry or replace the disputed Entry with an Entry for any current Game of the same price.

- 12.2 The remedy in Rule 12.1 will be the Player's sole and exclusive remedy, and any reimbursement or replacement will fully discharge 4242 Global Investment LTD from any liability in respect of such a dispute (subject to Rule 12.4). 4242 Global Investment LTD will not be liable to pay any interest in respect of any reimbursement made under this Rule 12.
- 12.3 4242 Global Investment LTD may withhold payment of a Prize and/or make an equivalent payment into court until any dispute has been resolved.

# 13. Refunds for Cancelled Draws

- 13.1 If there is a Cancelled Draw, 4242 Global Investment LTD will refund to You the amount You paid for Your Entry into that Cancelled Draw. This Rule does not limit the effect of Rules 11.3 and 11.4.
- 13.2 Any refund will be placed directly into Your Account or refunded in any other way decided by 4242 Global Investment LTD. No interest will be paid on any refunds made.
- 13.3 This paragraph won't apply to a Draw that is delayed or postponed or to a cancelled draw that does not fall within the definition of a Cancelled Draw in Rule 16.

## 14. General

- 14.1 Any person who buys an Entry or submits an Entry for validation or who claims a Prize in whatever capacity, agrees to be bound by the provisions of any applicable legislation, these Rules, the Privacy Policy, the Account Terms, the Game Procedures, any Game Specific Rules that apply (all as amended from time to time) and any other rules or procedures, statements or explanations 4242 Global Investment LTD may issue in respect of that Game Played Online. By using the App, you also agree to be bound by the App Terms and Conditions, which can be found on the App.
- 14.2 4242 Global Investment LTD may change these Rules, the relevant Game Procedures and any Game Specific Rules applicable to the Games Played Online, and the Account Terms (including the Privacy Policy) at any time. These changes will be effective immediately from the date of their publication on the Site (or any earlier time 4242 Global Investment LTD states), or on notification to You that the changes have taken place (whichever takes place sooner) and will apply to Entries bought after the date on which the changes become effective, and/or Entries bought before that date if reasonable in the circumstances. Notification will be by email, Account notification, post or any other form of communication reasonably decided by 4242 Global Investment LTD. You agree that You will be bound by the changes when You next play a Game Played Online, access Your Account or claim a Prize after the changes have become effective, or (where relevant) when You expressly accept the changes, whichever takes place first. 4242 Global Investment LTD may also change the App Terms and Conditions at any time. These changes will be effective from the date of their publication on the App and You agree that You will be bound by the changes when You next use the App.
- 14.3 These Rules, the Account Terms, the Privacy Policy, the applicable Game Procedures and any applicable Game Specific Rules set out the full extent of 4242 Global Investment LTD's obligations and liabilities to You in relation to Games Played Online and form the contract between 4242 Global Investment LTD and You for each Game Played Online. If there is any conflict between these documents, they will apply in the following order (unless 4242 Global Investment LTD states otherwise and except as set out in Rule 14.8): (a) the applicable Game Specific Rules (taking first priority); (b) the applicable

Game Procedures; (c) these Rules; (d) the Account Terms (excluding, for this purpose, the Privacy Policy); (e) the Privacy Policy.

- 14.4 If any provision (or part of a provision) in any of the documents mentioned in Rule 14.3 is decided by a court of competent jurisdiction to be void and/or unenforceable, that decision will only affect the particular provision (or part of the provision) and will not, in itself, make the other provisions void or unenforceable.
- 14.5 You may not assign or otherwise transfer (in whole or in part) Your rights and/or obligations under these Rules. Any breach of this Rule may result in the use of Your Account, the provision of the Games Played Online and/or access to the Site and/or the App being terminated immediately by 4242 Global Investment LTD. 4242 Global Investment LTD may assign or otherwise transfer its rights and/or obligations under these Rules in whole or in part to any third party at its sole discretion.
- 14.6 Except if 4242 Global Investment LTD assigns or transfers its rights and/or obligations under these Rules, a person who is not a party to these Rules has no rights under the Contracts (Rights of Third Parties) Act 1999 (as amended or re-enacted from time to time, and any subordinate legislation made under that Act) or otherwise to enforce any provision of these Rules.
- 14.7 You agree that when You contact the Customer Care Team, you will supply any Games-Related Information required by 4242 Global Investment LTD.
- 14.8 4242 Global Investment LTD has agreed a procedure with the Commission for dealing with non-player funded Entries that cannot be withdrawn from a Draw(s). In this situation, 4242 Global Investment LTD or a relevant third party will pay for those Entries and any prize won by a nonplayer funded Entry will be transferred to the Scratch Me Distribution Fund at the end of the Claim Period. Prizes won by other Winning Entries (as defined in the relevant Game's Game Procedures) will not be adjusted. For this Rule only, if there is any ambiguity or inconsistency between these Rules and the relevant Game Procedures (and any Game Specific Rules), this Rule will take priority.

# 15. Law

The relevant law for these Rules is Nigerian law. Any legal proceedings will be heard in the Nigerian courts.

# 16. Definitions

## Account:

An account maintained by a Player on 4242 Global Investment LTD's Computer System.

# Account Terms:

The Account Terms available on the Site and App that apply to Accounts.

## App:

The Scratch Me Android and/or iOS application.

Retail Partner Mobile Apps

## 4242 Global Investment LTD:

4242 Global Investment LTD Lagos, Nigeria a company registered in 1 Professor Olabisi Olagoke street,Off Remi Olowude, Lekki

# 4242 Global Investment LTD's Computer System:

The computer systems used by or on behalf of 4242 Global Investment LTD from time to time to operate Scratch Me games, administer Accounts, facilitate Entries and pay Prizes.

## **Cancelled Draw:**

Any Draw which does not take place because either of 4242 Global Investment LTD's licence to operate The Scratch Me (granted under Section 5 of The Act) or 4242 Global Investment LTD's licences to promote the Games (granted under Section 6 of the Act) have expired, or have been suspended or revoked.

# **Claim Period:**

Has the meaning given to it in Rule 4.3 .

# Commission:

The Gambling Commission (being the body appointed to regulate The Scratch Me) or any other body appointed to regulate The Scratch Me from time to time (Lagos State Lotteries and Gaming Agency) (National Lottery Regulatory Commission).

# **Customer Care Team:**

4242 Global Investment LTD's helpline for interactive Players, contact details of which are set out at the end of these Rules. See the Site for the Customer Care Team's current opening hours.

## Draw:

The process which results in the random selection by 4242 Global Investment LTD of a set of Winning Numbers for a Game.

## Draw-Based Game:

Has the same meaning as Game.

## Draw Break:

A point in time before a Draw after which no Selections will be entered into that Draw.

## **Draw Procedures:**

The draw procedures that apply to a Draw, as determined by 4242 Global Investment LTD from time to time.

## Entry:

An entry into a Game Played Online in line with the relevant Game Procedures **Game:** 

A Scratch Me game, the result of which is determined by a Draw.

# Game Procedures:

A written document issued by 4242 Global Investment LTD for a particular Game Played Online in addition to these Rules that includes the Game name, the price per Entry, how to play, how a Prize is won, the dates and/or frequency of Draws, the Game Prize Structure, how Prize winners are determined, and any other relevant information for the Game Played Online.

## Game Specific Rules:

Any rules or conditions issued by 4242 Global Investment LTD in addition to or in substitution for these Rules, which apply only to a particular Game Played Online. **Identification Information:** 

Information used to establish Your identity, including information required by 4242 Global Investment LTD to confirm the authenticity of that information. Identification Information could include any element of the Games-Related Information and any information or documents You provide (for example Your passport, driving licence and utility bills) when claiming a Prize.

# Interactive Prize:

A prize won by a Player from an Entry

# Lucky Dip:

A selection of numbers which are randomly selected by 4242 Global Investment LTD's Computer System on Your behalf for the purposes of making an Entry.

## Player:

Has the same meaning as You.

## **Privacy Policy:**

4242 Global Investment LTD's policy relating to the use and storage of Your personal information (including, but not limited to Games-Related Information), as amended from time to time.

#### Prize:

An Interactive Prize won by you based on matching a set number of numbers from a draw with your Ticket

## Prize Claim Form:

The form issued by 4242 Global Investment LTD which is required to be completed and submitted to be eligible to claim certain Prizes in line with these Rules.

# Prize Structure:

The value of Prizes and odds of winning in an individual Game as determined by 4242 Global Investment LTD and set out in the Game Procedures for the relevant Game. **Selection:** 

A set of numbers chosen by You (whether chosen by Yourself or via Lucky Dip) for the purpose of making an Entry.

Site:

The website <u>www.scratchmelottery.com</u>

## Ticket:

The graphical representation of Your Entry.

## Ticket Number:

The alphanumeric number included as part of a Ticket which is unique to and which identifies a particular Entry and which is recorded in 4242 Global Investment LTD's Computer System

## Validation Requirements:

4242 Global Investment LTD's Entry validation requirements referred to in Rule 6 or as otherwise determined by 4242 Global Investment LTD from time to time.

## Winning Entry:

An Entry which entitles You to a Prize and which meets all the Validation Requirements.

## Winning Numbers:

The numbers and/or letters used to determine the Winning Entries for a Game. **You:** 

The holder of a valid ticket or a person above the age who is eligible to play the Scratch Me Lottery.

# 17. Contact Numbers & Addresses

## **Telephone Enquiries:**

Customer Care Team: 07039999968 (07039997266 for complaints).