

LFC LOTTO

TERMS AND CONDITIONS

1. INTRODUCTION

1. The Liverpool FC Foundation (the “Foundation”) manages, promotes and offers the LFC Lotto (the “Lottery”) in accordance with these Terms and Conditions (the “Terms”)
2. The Foundation Lottery is registered as a society lottery with Liverpool City Council and is operated by BD Sport Ltd. BD Sport Ltd. (“BDS”) is licensed as an External Lottery Manager (“ELM”) (license numbers 000-050123-R-327621-002 and 000- 050123-N-327622-002) and is regulated by the Gambling Commission under the Gambling Act 2005 (the “Act”).
3. Players can participate in person at Anfield Stadium, Anfield Road, Liverpool, England L4 0TH (the “Venue”) or online via the Lottery website (the “Website”).
4. All entries into and participation in the Lottery are strictly governed by these Terms. The Foundation and BDS reserve the right to amend these Terms from time to time and shall publish the most up-to-date version on the Website.
5. By entering a Lottery, a Player (as defined herein) agrees to be bound by these Terms as published on the Website as of the date of entry.
6. These Terms are published on the Website. The Foundation and BDS will provide a written copy of the Terms by post if requested to do so upon receipt of a stamped, self-addressed envelope. Requests should be mailed to: Liverpool FC Foundation, Anfield Road, Liverpool, England L4 0TH
7. Players should play responsibly. Information on how to gamble responsibly and how to access information about problem gambling can be found on the Website. Additionally, information is available from .

2. DEFINITIONS

Capitalised words shall have the following meanings:

1. “Authorised Seller” means such person as the Foundation has expressly authorised to sell Tickets at the Venue.
2. “Club” means Liverpool Football Club and Athletic Grounds Limited.
3. “Help Desk” means the Foundation/BDS help desk which can be contacted at 0333 444 8845 or .
4. “Draw” means the draw conducted by the Foundation to determine the winner(s) of Prize(s) for each Lottery and Subscriber only draw.
5. “Platform” means the computer system operated by the Foundation and BDS, or its software suppliers or subcontractors, for the purpose of registering Players, accepting entries for the Lotteries, accepting entries for free Subscriber Only Draws and selecting Winning Numbers.
6. “Excluded Person” means any person who:
 1. does not meet the eligibility criteria set out in Clause 3.1;
 2. does not meet the conditions in Clause 5.1;

3. is a director or an employee of the Foundation, BDS or the Club;
 4. is a spouse or dependent of any person described in Clause 2.6.3;
 5. makes any misrepresentation of fact as to the Player's eligibility, whether intentional or unintentional;
 6. the Gambling Commission, the Foundation or BDS may specify from time to time as being ineligible to participate in a Lottery; or
www.gamcare.org.uk (<http://www.gamcare.org.uk>) help@matchdaylottery.com (<mailto:help@matchdaylottery.com>) Terms and Conditions 2/8 to time as being ineligible to participate in a Lottery; or
 7. the Foundation or BDS believes, in its sole discretion, is using technology to gain an unfair advantage over other Players.
7. "Grand Prize" means the top prize in any Lottery. There is one (1) Grand Prize awarded in every Lottery. The Grand Prize amount is fifty percent (50%) of the amount of Net Proceeds generated through Ticket sales at the Venue and on the Website.
 8. "Lottery" means the society lottery operated by the Foundation and BDS.
 9. "Net Proceeds" means Proceeds less reasonable expenses incurred to operate the Lottery.
 10. "Online Account" means an account opened by a Player to participate in a Lottery online via the Website.
 11. "Player" and "Online Player" means any person who purchases a Ticket in a Lottery in Venue or online via the Website in accordance with these Terms and who is not an Excluded Person.
 12. "Privacy Policy" means the LFC Lotto Privacy Policy which is available for review
 13. "Prize(s)" means any one of following: a) the Grand Prize, b) a Supporter Prize and/or c) a Subscriber Only Prize, depending upon the context in which the term is used.
 14. "Proceeds" means the total gross proceeds received by the Foundation and BDS from all Tickets sales for a Lottery.
 15. "Proceeds Cap" means the maximum proceeds for a single draw as required by the Gambling Commission.
 16. "Subscriber Only Draw" means the draw conducted by the Foundation and BDS to determine the Winner of the Subscriber Only Draw among the free Subscriber Only Draw entries.
 17. "Subscriber Only Prize" means the prize offered to the Winner of a Subscriber Only Draw. It will be "money can't buy" fan experience as determined and provided by the Club and/or the Foundation, in their sole discretion.
 18. "Supporter Prize(s)" means multiple non-cash prize(s) that may be added from time to time by the Foundation and BDS, in its sole discretion, and won by entering a Lottery in accordance with these Terms. The frequency and number of Supporter Prizes may change every Lottery.
 19. "Terms and Conditions" and "Terms" means these terms and conditions.
 20. "Ticket" means a ticket to participate in a Lottery which is purchased by a Player at the Venue or online via the Website.

21. "Ticket Number" means the Player's Lottery number displayed on a paper or digital Ticket.
22. "Website" means the Lottery website hosted by the Foundation and BDS.
23. "Winner" means the person in possession of the Winning Number of any Lottery or Subscriber Only Draw, that has been verified by the Foundation and BDS, and who is not an Excluded Person.
24. "Winning Number" means a number produced by the Platform's certified random number generator integrated into the Platform which during the process of selecting the numbers will entitle the holder of a Ticket with a matching Ticket Number to the Grand Prize.

3. CONDITIONS OF ENTRY

1. To enter a Lottery and/or a Subscriber Only Draw, and to be eligible to win any Prize, a person must:

1. be 16 years of age or over;
2. comply with these Terms at the time of entry as the same may be here (/privacy) Terms and Conditions 3/8 2. comply with these Terms at the time of entry, as the same may be amended from time to time; any other rules of the Lottery provided or published by the Foundation or BDS; any applicable provisions of the Act; and any relevant regulations made thereunder from time to time; and
3. not be an Excluded Person.

2. In purchasing a Ticket, Players acknowledge and agree that a minimum of twenty percent (20%) of the Ticket price will go to the Foundation in furtherance of its charitable causes.

3. The Foundation and BDS will determine, in their sole discretion, relying on their own technical records, when determining whether a Player is eligible to receive a Prize and designated as a Winner.

4. The Foundation and BDS reserve the right to refuse any entry to the Lottery or Subscriber Only Draw and to withhold any Prize and not designate a Winner if it has reasonable grounds to believe that these Terms, or any applicable provisions of the Act, have not been complied with.

4. HOW TO ENTER THE LOTTERY

1. Players can enter a Lottery either by purchasing a paper Ticket from an Authorised Seller at the Venue, or by purchasing a Ticket using the Website.

2. There are no price discounts for purchasing multiple Tickets.

3. Each Ticket will set out a Ticket Number for the Lottery. Prizes will be allocated based on the Ticket Number as set out in Clause 6.

4. Authorised Sellers may require proof of age or other identification to be shown before a Ticket will be sold. The Foundation, BDS and Authorised Sellers each reserve the right to refuse sales to anyone who they believe is an Excluded Person or is otherwise not eligible under Clause 3.1.

5. A Ticket will be valid only for the Lottery to be held on the date(s) shown on the face of the Ticket. It is the Player's responsibility to check at the time of purchase that the date of the Draw on their Ticket is as requested.

6. Ticket Numbers are issued at random and not chosen by the Player.

7. The Player is solely responsible for ensuring that the Ticket remains safe and in a good and legible condition. For Players having participated in the Lottery by purchasing a Ticket from an Authorised Seller at the Venue, the Ticket is the sole evidence of entry into the Lottery and must be in the possession of the Player to enable them to claim a Prize.

8. The Foundation and BDS accept no responsibility for lost, stolen, damaged or defaced Tickets. Prizes will not be awarded where the relevant Ticket cannot be produced.

5. ONLINE PLAYERS

1. It is a condition of entering a Lottery or Subscriber Only Draw, that all Players must be located in Great Britain (for avoidance of doubt, this excludes Northern Ireland). Online Players agree that by entering a Lottery or Subscriber Only Draw whilst located anywhere other than Great Britain is strictly prohibited. In such circumstances:

1. the Person shall be considered an Excluded Person; and

2. the Foundation and BDS each have the right to terminate the Online Account and withhold any Prize.

2. In order for the Foundation and BDS to determine whether a Player is eligible to open an Online Account, the Player must supply the Foundation and BDS with certain personal information specified by the Foundation and BDS (such as their name, home address details, date of birth, payment card details and e-mail address).

3. The Foundation and BDS reserve the right to carry out further checks or request information from a Player before, during, or after registration for an Online Terms and Conditions 4/8 Account to verify that the Player and the information supplied by Player meets the eligibility criteria set out in these Terms and this shall be done in accordance with the Privacy Policy.

4. Upon the termination of the Online Account, any Prize(s) or account balance held by the Foundation and BDS on behalf of the Player will be returned to the Player.

5. Players may be asked if they wish to be contacted for advertising, promotional and marketing purposes in accordance with the terms of the Privacy Policy. If Players wish to be removed from the Foundation and BDS mailing lists, they should click on the unsubscribe link shown on all distributed e-mails or in their online account. They may also contact the Help Desk.

6. Online Players can play by making one-time purchases or by subscription.

7. Online Players are responsible for keeping their login details secure. Players must inform the Foundation and BDS immediately of any unauthorised access to an Online Account. Should an Online Player forget their password, the Online Player must follow the instruction details on the registration or login page in order to obtain a new password.

8. Should the Player's payment card expire, the Player may update their payment card details through their Online Account.

9. It is the responsibility of the Player to ensure that the information supplied by the Player is accurate and up-to-date.

10. Player credit card details are not stored on the platform. A token is stored in place of the credit card details and used to purchase Tickets.

11. A Player may close an Online Account at any time by contacting the Help Desk.

12. The Foundation and BDS reserve the right to retain personal details for its own reasonable legal, regulatory and operational purposes after an Online Account is closed in accordance with the Privacy Policy. Reasons may include, but are not limited to, compliance with anti-money laundering legislation and any other record keeping requirements for legal or regulatory compliance.

13. The Foundation and BDS reserve the right to terminate a Player's Online Account at any time, each in its sole discretion.

14. The Foundation and BDS, each in its sole discretion, may terminate, vary or suspend any provision of the Lottery or access to an Online Account without prior notice:

1. on breach of these Terms;
2. for maintenance work required to upgrade or update the Platform;
3. if the Foundation and BDS cease to offer Lotteries; or
4. for any other reason at the Foundation and BDS's sole and reasonable discretion.

6. THE DRAW AND PRIZES

1. The Draws will take place at the Venue. The Foundation and BDS may also host Draws that run in conjunction with away matches or other events selected by the Foundation and BDS.

2. The results of a Draw will be published on the Website and a Prize shall only be awarded to a Player holding (in person or online) a Ticket which has the Ticket Number matching the selected Winning Number(s) by the Platform, as set out in this Clause 6. Draw results will also be announced at the Venue, and the method for announcing these results is at the discretion of the Club.

3. For each Draw, the Winning Number will be chosen randomly.

4. The Winning Number(s) for the Supporter Prize(s) will be chosen randomly immediately after the drawing of the Grand Prize.

5. The Winning Number(s) for the Subscriber Only Draws will be chosen randomly at the time designated for the Subscriber Only Draw to take place.

6. Subject to this Clause 6, where a Ticket Number matches a Winning Number, Prizes will be paid to the holders of Tickets with those matching Ticket Numbers as follows:

1. If a Winning Number for a Grand Prize is matched by the Ticket Number on a Player's Ticket, the Player will win a Prize equal to fifty percent (50%) of the Net Proceeds of the Lottery;
2. If a Winning Number for a Supporter Prize is matched by the Ticket Number on a Player's Ticket, the Player will win the relevant Supporter Prize.
3. If a Winning Number for a Subscriber Only Draw is matched by the Ticket Number on a Player's Ticket, the Player will win the relevant Subscriber Only Prize.

7. Players who believe they have won a prize contact the Help Desk.

8. In any event, the Foundation and BDS will only pay out Prizes to Players who have won with a paper Ticket by cheque or electronic transfer to a UK bank account after verifying the Player's identity. The identity details of any bank account nominated to receive Prize winnings must match Player identity details.
9. No Prize will be paid on a Ticket that has been forged, altered, damaged or defaced in any way.
10. No Prize will be paid on a Ticket that fails the Foundation and BDS validation process.
11. Any Player with a winning Ticket may be required to provide such proof of their identity, age and compliance with these Terms as the Foundation and BDS require before the Prize payment is made.
12. Where a Prize is paid to an Excluded Person, a person in breach of these Terms, or is otherwise paid in error, the Prize must be repaid immediately to the Foundation and BDS.
13. The Foundation and BDS shall provide the Prize payment to the Winner within fourteen (14) business days of receiving satisfactory proof of the Player's identity and validation of the Winning Number on the Ticket submitted for verification. The Foundation and BDS will not be liable for late payments resulting from inaccuracies of payment details provided by a Player, or any rejection of payments caused by the Player's bank.
14. Each Winner is responsible for paying any and all taxes due on any Prize(s) won.
15. Prizes must be claimed no later than 12:00pm sixty (60) days following the day of the Draw.
16. Any Prize not claimed within sixty (60) days will be forfeited and donated back to the Foundation.
17. Except when required to do so by law, the Foundation and BDS will not make information about Winners public without first obtaining their written consent.
18. Any questions or complaints relating to any Lottery or Subscriber Only Draw should be communicated to the Help Desk.

7. SUBSCRIBER ONLY DRAWS

1. Subscriber Only Draws are free to enter for anyone who has subscribed to regular ticket purchases online for events for Lottery held by the Foundation and BDS.
2. The Prizes for subscriber only draws will be announced at certain times during the season and may vary in value and quantity and are to be determined and provided by the Club and/or the Foundation. All home LFC shirts provided signed or unsigned will be in size Medium.
3. The Foundation and BDS shall decide, in their sole discretion, when to hold the Subscriber Only Draws over the course of the year.
4. Online Players who purchase a Ticket(s) via a subscription will be offered the opportunity to opt-in to a Subscriber Only Draw offered on the Website at the time of their subscription and will qualify for one entry upon successfully purchasing a minimum of one ticket via method of subscription for different events across the season at any pricepoint.
5. Online players who purchase a Ticket(s) via a subscription will automatically qualify for and be entered into the Subscriber Only Draw.

6. The dates of the Subscriber Only Draws are subject to change at the sole discretion of the Club and/or the Foundation.
7. The Club and/or the Foundation each has the right, at its sole discretion, to cancel or change the Subscriber Only Draw.
8. Winners of the Subscriber only Draws must provide their own transportation and accommodations to and from an experience where this may apply to a Subscriber Only Prize.
9. Winners of the Subscriber Only Draw and their guests, if any, must act in a respectful and appropriate manner during the experience.
10. Media consent will be required as a condition of participating in the Subscriber Only Draw and photography will be exclusively controlled by the Club and/or the Foundation.

8. SELF-EXCLUSION

1. Any Player has the option to notify the Foundation and BDS at any time that they wish to be excluded from purchasing Tickets for future Lotteries by visiting the Website. For Online Players, at the start of the period of self-exclusion, their Online Account will be suspended.
2. Players may choose the length of the period during which they will be excluded from purchasing Tickets (the "Exclusion Term"), subject to a minimum period of six (6) months. During the Exclusion Term, Online Players will not be permitted to access their Online Account or to purchase any Tickets using that account.
3. When a Player self-excludes, the Help Desk will provide the Player with a customer GamCare leaflet and suggest a telephone call to the GamCare National Helpline.
4. The Foundation and BDS will not contact the Player at the expiration of the Exclusion Term. At that time, the Player's Online Account will be reinstated and become active.
5. The Player may choose to enter another Exclusion Term at any time.
6. Players who have opted to self-exclude under this Clause 8 will not receive marketing materials from the Foundation or BDS.
7. A Player may also use the unsubscribe link at the bottom of any marketing email to stop any further marketing communications.

9. LIMITATION OF LIABILITY & RESERVATION OF RIGHTS

1. Nothing in these Terms shall exclude or limit the Foundation and BDS's liability for fraudulent misrepresentation or death or personal injury resulting from the Foundation or BDS's gross negligence, or for any other liability that cannot be excluded or limited by law.
2. Neither the Foundation nor BDS will be liable for any loss or damage, including the loss of opportunity to enter a given Lottery and/or the right to receive a Prize(s), suffered by a Player if such Player has not complied with these Terms.
3. Subject to Clause 9.1, neither the Foundation, BDS, nor the Club shall be liable in contract, tort (including but not limited to negligence), or otherwise in connection with the Lotteries for:
 1. loss of revenue, contract, profits, business or anticipated savings or loss of data;

2. any special or indirect or consequential losses; Terms and Conditions 7/8

3. any loss of goodwill or reputation; or

4. the loss of opportunity to enter a Lottery and/or right to receive a Prize.

4. Subject to Clause 9.1, the Foundation and BDS's liability to any Player shall be limited to the amount of any Prize which may have become due to that Player upon confirmation of that Player as a Winner.

5. The Foundation and BDS make no warranty, representation or guarantee that use of the Websites, Platform, Help Desk, telephone system, and broadcasts or live transmissions will be uninterrupted, timely and/or error-free.

6. Where the Website contains links to other sites and resources provided by third parties, these links are provided for the Player's information only. Such links should not be interpreted as approval by the Foundation or BDS of those linked websites, the content of those websites, or information a Player may obtain from them. The Foundation has no control over the contents of those sites or resources, and links from the Website should not be interpreted as an endorsement in any way by the Foundation, BDS, or the Club.

7. Nothing contained in these Terms shall affect the statutory rights of any Player, the Foundation, BDS or the Club.

10. INTELLECTUAL PROPERTY

The Player acknowledges that, as between the Player and the Foundation and BDS, all intellectual property rights in the Lottery throughout the world belong to the Foundation and BDS, and its affiliates, and that the Player has no intellectual property rights in, or to, any Lottery, the Website or the Platform.

11. DATA PROTECTION

All information provided by Players to the Foundation and BDS for the purposes of the Lottery will be stored, managed and used in accordance with the LFC Lotto Privacy Policy which is available

12. GOVERNING LAW

These Terms are governed by and construed in accordance with the laws of England and Wales and shall be subject to the jurisdiction of the English and Welsh courts. However, if a Player lives in Scotland, the Player can bring legal proceedings in either the Scottish or the English courts.

13. INSOLVENCY

All monies sourced from digital payments and cash payments that are managed by the Foundation and BDS on behalf of the Players are held in a separate bank account. This meets the UK Gambling Commission's classification of Basic Protection with respect to holding Player funds, the details of which can be found .

14. REFUND POLICY

Ticket purchases are non-refundable