

# BELL GULLY

Ministry of Justice  
SX10088  
Wellington

**Attention:** AML/CFT Consultation Team

FROM **Rachel Paris**  
DDI +64 9 916 8626  
MOBILE +64 21 414 514  
EMAIL rachel.paris@bellgully.com  
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## Submission in relation to Phase Two of the AML/CFT Act: MyLotto Player Accounts

### 1. Introduction

- 1.1 We act for the New Zealand Lotteries Commission (**Lotto**).
- 1.2 Lotto is a Crown entity with a government-appointed board of directors. It is responsible for the provision and management of New Zealand lotteries.
- 1.3 At present, Lotto is fully exempt from compliance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (the **Act**). However, Lotto's transitional Ministerial exemption expires on 30 June 2018 or, if sooner, the date that the second phase of the AML/CFT reforms takes effect.
- 1.4 The Ministry of Justice's Consultation Paper invites submissions on phase two of the AML/CFT Act (the **Consultation Paper**).<sup>1</sup> In particular, the Ministry acknowledges Lotto's current exemption and states that it is appropriate to consider whether it should be fully covered under the Act.<sup>2</sup>
- 1.5 In response, Lotto submits that its current full exemption from compliance with the Act should be renewed, for the reasons explained in this letter. In support of this submission we have set out below:
  - (a) A description of Lotto's 'Player Accounts' which is the sole activity that triggers the Act.
  - (b) A summary conclusion.
  - (c) A risk assessment of the Player Accounts for money laundering and terrorism financing purposes, against all relevant Ministry, FATF and supervisor guidance.
  - (d) An explanation of the policy rationales for a renewed exemption for Lotto.

### 2. The application of the Act to Lotto: MyLotto Player Accounts

- 2.1 The only aspect of Lotto's business which triggers the Act is its provision of an "online wallet" service to customers (known as a **Player Account**) to facilitate their purchase of Lotto family and daily games tickets from www.mylotto.co.nz. This was also the case in 2009 when the current exemption was granted.

#### *How a customer sets up a Player Account*

- 2.2 In order to set up a Player Account, a customer must complete an application form and provide personal information, including his or her personal email address which acts as his

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<sup>1</sup> Ministry of Justice, *Improving New Zealand's ability to tackle money laundering and terrorist financing*. Ministry of Justice Consultation Paper on Phase Two of the AML/CFT Act, August 2016.

<sup>2</sup> Consultation Paper, page 26.

or her unique identifier.<sup>3</sup> Lotto verifies the email address when the customer activates the registration via a link sent to that email account.

- 2.3 The customer must also provide details of a nominated bank account at a New Zealand registered bank in his or her name (the **Nominated NZ Bank Account**). The customer can also choose to supply details of a New Zealand issued Visa or Mastercard, in his or her name (the **Nominated Credit Card**).<sup>4</sup> The account and card details must match the name details in the supplied email address and other information in the application form.<sup>5</sup>
- 2.4 No customer can open more than one Player Account.<sup>6</sup> Lotto's systems identify whether any email address or Nominated NZ Bank Account is linked to more than one Player Account.
- 2.5 Importantly, a Player Account cannot be held anonymously or by an intermediary on behalf of a customer. As a practical matter, there is no incentive for a customer to give another person access to his or her Player Account since that could deprive the customer of any winnings gained from playing a game provided by Lotto.

#### *Operation of Player Accounts*

- 2.6 Player Accounts are subject to the terms and conditions set out in the Schedule to this letter (the **MyLotto Terms and Conditions**). They have the following features:
- (a) *Top-ups*: The customer can only top-up his or her Player Account by transferring funds to it directly from his or her Nominated NZ Bank Account or Nominated Credit Card.<sup>7</sup> This ensures that the customer has already been subject to customer due diligence (**CDD**) by his or her New Zealand registered bank (or, in the rare instance that the Nominated Credit Card is not issued in New Zealand, by the offshore issuing bank). The customer's transfer must include the Nominated NZ Bank Account number or Nominated Credit Card number and the customer's surname, to enable cross-checking.<sup>8</sup> Cash top-ups are not possible.<sup>9</sup>
  - (b) *Maximum balance*: The customer cannot transfer any amount to his or her Player Account where that would cause the balance of the Player Account to exceed \$999.<sup>10</sup> Furthermore, payments are returned to the customer's Nominated NZ Bank Account if the balance of the Player Account exceeds \$999.<sup>11</sup>
  - (c) *Spending limits*: The customer is subject to weekly and monthly spending limits, which correspond to an aggregate annual limit of \$6,000.<sup>12</sup>
  - (d) *Withdrawals*: The customer cannot make cash withdrawals from the Player Account. If the funds in the Player Account are not redeemed against the purchase of a Lotto family or daily game ticket, the only way the customer can have funds returned is by transfer to his or her Nominated NZ Bank Account.<sup>13</sup>

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<sup>3</sup> Clauses 27 to 28, and 35 to 37, MyLotto terms and conditions.

<sup>4</sup> In rare instances a New Zealand-resident may register a foreign-issued credit card to the Player Account. Lotto has a specific process for managing these overseas cards which we can supply more detail about if required.

<sup>5</sup> Clauses 28 and 69 to 75 of the MyLotto terms and conditions. Note that there is a rigorous process associated with a customer changing his or her Nominated NZ Bank Account: see clauses 108 to 110.

<sup>6</sup> Clause 39 of the MyLotto terms and conditions.

<sup>7</sup> Refer to footnote 4.

<sup>8</sup> Clause 94 of the MyLotto terms and conditions.

<sup>9</sup> Clauses 69 to 75 and 89 of the MyLotto terms and conditions. Note that cards without a registered owner, such as Prezzy cards or other stored value cards, cannot be used to top up Player Accounts: see clause 75.

<sup>10</sup> Clause 90(c) of the MyLotto terms and conditions.

<sup>11</sup> Clause 92(a) of the MyLotto terms and conditions.

<sup>12</sup> Clause 113 of the MyLotto terms and conditions. Winnings do not increase or supplement a customer's spending limits (clause 68).

<sup>13</sup> Clauses 104 to 107 of the MyLotto terms and conditions.

(e) *Prizes:*

- (i) Prizes over \$1000 are paid directly to the customer's Nominated NZ Bank Account and are subject to additional verification before payment is made.<sup>14</sup>
- (ii) At present, if a customer wins a prize of *up to* \$1000, the prize money is credited to the customer's Player Account automatically on the day after the draw.<sup>15</sup> Therefore, if the customer's balance were already at the maximum balance (\$999), the customer's Player Account could have a maximum balance of up to \$1999 in this case.

Lotto currently has a control in place which automatically blocks any further purchases or deposits through a customer's Player Account if the Player Account balance exceeds \$999. In addition, Lotto has a systems change pending which will ensure that *any* winnings that would take a customer's Player Account balance above \$999 will be paid directly to the customer's Nominated NZ Bank Account. That change will be implemented prior to 30 June 2017.

### 3. Summary Conclusion

3.1 There is a robust justification for the Ministry to recommend renewal of Lotto's current full exemption from the Act.

3.2 Specifically:

- (a) Due to their structure and administration, the Player Accounts present a very low risk of money laundering or terrorism financing. This risk assessment is based on all applicable risk indicia identified by the Ministry, FATF, the Department of Internal Affairs and the other AML/CFT supervisors in New Zealand in relation to gambling, electronic payment technologies and stored value instruments. (Please see section 4 below).
- (b) There has been no change to Lotto's money laundering or terrorism financing risk profile since its current exemption was granted. This is because Lotto's provision of 'Player Accounts' remains its sole financial activity for the purposes of the Act, as in 2009. In the absence of an exemption, Lotto would be subject to the unnecessary capture that the Ministry identified in its original assessment of the Player Accounts in 2009. (Please see paragraphs 5.1 – 5.3 below). Unnecessary capture is inconsistent with New Zealand's risk based approach which is underpinned by the principle that AML/CFT efforts should be proportionate to the risks.<sup>16</sup>
- (c) The Player Accounts are also eligible for a full exemption from the Act under regulation 15 of the Anti-Money Laundering and Countering Financing of Terrorism (Exemptions) Regulations 2011 for low-value stored value instruments. However, given that the Ministry is specifically consulting on Lotto's status under the Act as present, and the fact that the regulation 15 exemptions also expires on 30 June 2018, Lotto seeks certainty for its business ahead of that date. (Please see paragraphs 5.4 – 5.8 below).
- (d) Most importantly, an exemption renewal meets all the statutory criteria set out in section 157(3) of the Act and would not be inconsistent with FATF Guidance. (Please see paragraphs 5.9 below).

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<sup>14</sup> Clauses 133 and 134 of the MyLotto terms and conditions. A prize above \$1000 will show as a simultaneous prize payment and withdrawal in the customer's Player Account as part of the transaction recording.

<sup>15</sup> Clause 131 of the MyLotto terms and conditions.

<sup>16</sup> Consultation Paper, at page 8.

#### 4. Risk Assessment: Player Accounts

4.1 In assessing the risk profile of the Player Accounts for money laundering and terrorism financing activity, we have considered relevant commentary in each of the following:

- (a) the Ministry's AML/CFT Background Information Document 2009 (the **MOJ Background Paper**),
- (b) the FATF report on Vulnerabilities of Casinos and Gaming Sector Report 2009;
- (c) the National Risk Assessment 2010 prepared by the Financial Intelligence Unit of the New Zealand Police, including the annexes to it (the **National Risk Assessment**);
- (d) the AML supervisors' joint consultation paper on implementation of the Act 2010 (the **Joint Supervisors' Consultation Document**);
- (e) the AML/CFT Sector Risk Assessment 2011 undertaken by the Department of Internal Affairs Te Tari Taiwhenua (the **Sector Risk Assessment**);
- (f) the Stored Value Cards Risk Assessment 2014 undertaken by the Department of Internal Affairs (the **SVC Risk Assessment**); and
- (g) the risks highlighted by the Ministry in Part 3 of the Consultation Paper in relation to gambling.

4.2 Based on the risk factors identified in the above documents for gambling, electronic payment technologies and stored value instruments, it is clear that the Player Accounts present a very low risk of money laundering and terrorism financing due to the absence of the identified risk features:

Risk feature	Application to Player Account
<b>Excessive use / no unique user</b> <sup>17</sup>	<p>Not applicable.</p> <ul style="list-style-type: none"> <li>• Each customer is limited to one Player Account.</li> <li>• Lotto identifies customers as part of the application process and cross-checks information provided, including against the Nominated NZ Bank Account details.</li> <li>• A Player Account cannot be held anonymously or by an intermediary on behalf of a customer.</li> <li>• A Player Account is not transferable or assignable to any third party.<sup>18</sup></li> </ul> <p>Please see sections 2.2 – 2.6 above for more information about the registration process.</p>
<b>Cash top-ups</b>	<p>Not applicable. Funds can only be transferred to a Player Account directly from the customer's Nominated NZ Bank Account or Nominated Credit Card.<sup>19</sup></p>

<sup>17</sup> National Risk Assessment, pages 16 – 21. See also Consultation Paper, page 25.

<sup>18</sup> Clause 162 of the MyLotto terms and conditions.

<sup>19</sup> Refer to footnote 4.

<b>Unregistered funding sources</b> <sup>20</sup>	Not applicable. <ul style="list-style-type: none"> <li>As above, funds can only be transferred to a Player Account directly from the customer's Nominated NZ Bank Account or Nominated Credit Card.<sup>21</sup></li> <li>Cards without a registered owner, such as Prezzy cards or other stored value cards, cannot be used to top up Player Accounts.<sup>22</sup></li> </ul>
<b>Co-mingling or pooled funds</b> <sup>23</sup>	Not applicable. Customers cannot use the Player Account to 'pool' together or co-mingle funds from multiple sources.
<b>Cash bets</b> <sup>24</sup>	Not applicable. Customers cannot place bets in cash.
<b>Open-loop instruments</b> <sup>25</sup>	Not applicable. The Player Account funds can only be used to buy Lotto tickets or instant prizes from Lotto online. They cannot be used at any other merchants or points of sale.
<b>Person-to-person instruments</b> <sup>26</sup>	Not applicable. The Player Account is a person to business facility (not person to person, nor business to business).
<b>Cash withdrawals</b> <sup>27</sup>	Not applicable. There is no ability to make cash withdrawals. The only way a Customer can access funds in the Player Account is by transferring the funds from the Player Account into his or her Nominated NZ Bank Account, or as a consequence of a refund or payment made to the Nominated NZ Bank Account by Lotto. See paragraph 2.7(d) above.
<b>High or unlimited transaction and balance limits</b> <sup>28</sup>	Not applicable. In addition to the low account maximum balance, there are transaction limits and controls on the frequency of transactions. <sup>29</sup> See paragraph 2.7(b) and (c) above for more detail.
<b>Multi-currency transactions</b> <sup>30</sup>	Not applicable. Player Accounts cannot be loaded with, nor provide access to, foreign currencies.
<b>Cross-border transactions</b> <sup>31</sup>	Not applicable, except in rare instances where a New Zealand resident customer registers a foreign-issued credit card to the Player Account.

4.3 In addition to the above structural features, Lotto has implemented systems and procedures to monitor use of Player Accounts in order to identify suspicious activity or inaccurate or

<sup>20</sup> Sector Risk Assessment, page 17.

<sup>21</sup> Refer to footnote 4.

<sup>22</sup> Clause 75 of the MyLotto terms and conditions.

<sup>23</sup> National Risk Assessment, page 18, and Consultation Paper, page 25.

<sup>24</sup> Consultation Paper, at page 25.

<sup>25</sup> SVC Risk Assessment.

<sup>26</sup> SVC Risk Assessment.

<sup>27</sup> SVC Risk Assessment.

<sup>28</sup> Consultation Paper, at page 25. See also the MOJ Background Paper at paragraph 103.1, and paragraphs 114 – 118.

<sup>27</sup> Clause 113 of the MyLotto terms and conditions. Winnings do not increase or supplement a customer's spending limits (clause 68). The Ministry of Justice determined that any ML/TF risks associated with stored value cards "can be adequately controlled by a maximum balance" and consequently fully exempted stored value cards with a maximum balance below \$1000 from the AML/CFT Act in the MOJ Background Paper.

<sup>30</sup> National Risk Assessment, page 19.

<sup>31</sup> National Risk Assessment, page 18.



inconsistent information provided by customers. For example, Lotto monitors deposit and withdrawal behaviour and provides warnings to customers if there are repeated instances of a customer transferring funds into the Player Account and withdrawing up to 80% of the deposited amount. Lotto has the ability to suspend the Player Account in these circumstances. This means the customer cannot access the Player Account and is unable to set up a new Player Account linked to the previously-supplied email address or Nominated NZ Bank Account.

- 4.4 Although a customer's Player Account balance can exceed \$999 if the customer wins a prize of up to \$1000,<sup>32</sup> this does not alter the risk profile of the Player Account for ML/TF purposes because the odds of winning are low and entirely outside of the customer's control. Prizes above \$1000 are paid directly to the customer's Nominated NZ Bank Account. Therefore it is only in very rare circumstances that the maximum value of a customer's Player Account would ever exceed \$999. Furthermore, as noted above, if the Player Account balance exceeds \$999 the customer cannot make further purchases or deposits using the Player Account and, prior to 30 June 2017, an additional process will be implemented to ensure that any winnings that would take a customer's Player Account balance above \$999 will be paid directly to the customer's Nominated NZ Bank Account.

## 5. Policy rationale for a renewed exemption

### *Unnecessary capture*

- 5.1 In enacting the AML/CFT Act, Cabinet was mindful of 'unnecessary capture' of institutions whose products and services might trigger the FATF definition of "financial institution" but which pose a negligible to low risk of money laundering.<sup>33</sup>

- 5.2 In 2009, when the Ministry acknowledged that Lotto fell within the definition of "financial institution" as a result of the Player Accounts, it considered that:

an exemption for the Lotteries Commission is the most appropriate way to remedy this unnecessary capture during this first phase of reform.<sup>34</sup>

- 5.3 The unnecessary capture that the Ministry acknowledged in 2009 is unchanged at the date of this submission since the Player Account remains Lotto's sole activity which triggers the Act. There has been no change to that activity's low risk profile, nor to Lotto's low risk profile, for AML/CFT purposes.

### *Player Accounts exempt as low-value "stored value instruments"*

- 5.4 The Ministry currently exempts low value stored value cards on the basis that such cards have nil or extremely low money laundering and terrorism financing risk (the **Low Value Stored Value Instrument Exemption**).<sup>35</sup> This exemption is due to expire at the same time as Lotto's transitional exemption and it is unclear at this stage whether that exemption will be renewed.

- 5.5 The Player Accounts are 'stored value instruments' and meet the criteria for the Low Value Stored Value Instrument Exemption because:

- (a) they are not capable of being reloaded with \$10,000 or more in any consecutive 12-month period;

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<sup>32</sup> Clause 131 of the MyLotto terms and conditions.

<sup>33</sup> MOJ Background Paper, at paragraphs 90 – 95.

<sup>34</sup> MOJ Paper, at paragraph 95.

<sup>35</sup> The exemption is currently set out in regulation 15 of the AML/CFT Regulations 2011. MOJ Background Paper at paragraph 103.1. See also paragraphs 114 – 118. The Ministry of Justice determined that any ML/TF risks associated with stored value cards "can be adequately controlled by a maximum balance" and consequently fully exempted stored value cards with a maximum balance below \$1000 from the AML/CFT Act.

- (b) they are not capable of being reloaded directly through transfer from a financial institution that is unregulated for AML/CFT purposes or located outside of New Zealand; and
- (c) they have a maximum possible value at any one time of \$1,000 (other than to the extent a prize below \$1000 which is credited to a Player Account increases the balance above \$1000 to a maximum of \$1999, noting that further deposits or purchases will be frozen until the balance is reduced to \$999. Prizes above \$1,000 are credited to the customer's Nominated NZ Bank Account and, prior to 30 June 2017, any prize that would take the balance above \$999 will be credited automatically to that account).

- 5.6 However, the Player Accounts have lower risk features than other stored value instruments. For instance, unlike most stored value cards – such as Prezy cards and Loaded cards - the Player Accounts are registered to a unique individual and are not transferable nor “bearer negotiable instruments” which substantially reduces their ML/TF risk profile.<sup>36</sup>
- 5.7 In 2014 the Department of Internal Affairs published a risk assessment for stored value cards which provides an overall risk assessment rating for that activity as “**LOW**”.<sup>37</sup> In undertaking its analysis, the DIA elaborates on common characteristics of stored value products, and ascribes a ‘higher risk’ or ‘lower risk’ rating to each one. On this analysis, the Player Accounts are consistent with all of the identified ‘lower risk characteristics’.
- 5.8 While Lotto could rely on the Low Value Stored Value Instrument Exemption, that exemption expires on 30 June 2018 and Lotto seeks certainty for its business, given the unique features of the Player Account and the fact that the Ministry is currently consulting on Lotto’s transitional exemption.

*Lotto exemption meets the specific exemption criteria in the Act*

- 5.9 We have set out below the application of the exemption criteria in section 157(3) of the Act to demonstrate that the renewal of Lotto’s current exemption is justified:

Criterion for consideration	Application to Player Accounts
<i>The intent and purpose of the AML/CFT regime.</i>	Renewing Lotto’s exemption would not affect the intent or purpose of the Act.
<i>The risk of money laundering and the financing of terrorism associated with the reporting entity, including, where appropriate, the products and services offered by the reporting entity and the circumstances in which the products and services are provided.</i>	Please refer to the risk assessment in section 4. The Player Accounts do not have any of the risk features identified by the Ministry, FATF, the Department of Internal Affairs or the other AML/CFT supervisors in New Zealand.
<i>The risk of entity or sector, the activity and services, or the circumstances in which the activity and service is provided.</i>	As above.
<i>The impacts on prevention, detection, investigation, and prosecution of</i>	There would be no impact on the prevention, detection, investigation or prosecution of ML/TF

<sup>36</sup> MOJ Background Paper, at paragraph 114.

<sup>37</sup> Department of Internal Affairs Te Tari Taiwhenua, Stored Value Cards, April 2014.

<i>offences.</i>	offences if Lotto's exemption were renewed.
<i>The level of regulatory burden to which the reporting entity would be subjected in the absence of an exemption.</i>	Given that customers are already subject to full CDD and transaction reporting by their New Zealand registered bank in relation to their Nominated NZ Bank Account (and, if applicable, their Nominated Credit Card) <sup>38</sup> , there would be unnecessary duplication of compliance if Lotto were to be made subject to the Act. Further, the cost of compliance would have the consequence of reducing the profit pool from Lotto takings which are distributed to charities and the community which is relevant to the cost/benefit analysis.
<i>Whether the exemption would create an unfair advantage for the reporting entity or disadvantage third party reporting entities:</i>	An exemption for Lotto presents no competitive issues. This is because the New Zealand Racing Board and the Lotteries Commission are the only organisations within New Zealand that are allowed to operate internet gambling platforms, as they are excluded from the prohibition on remote interactive gambling pursuant to sections 4 and 9 of the Gambling Act 2003. <sup>39</sup>
<i>The overall impact that the exemption would have on the integrity of, and compliance with, the AML/CFT regulatory regime.</i>	There would be no impact on the integrity of or compliance with the Act if the Lotto exemption were renewed.

Thank you for your consideration of this submission.

We would be happy to provide any further information required.

Yours faithfully

**Bell Gully**



**Rachel Paris**

Partner

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<sup>38</sup> Refer footnote 4 above.

<sup>39</sup> Joint Supervisors' Consultation Document, at paragraph 63.



**Schedule**

**MyLotto Terms and Conditions**

Please see attached.



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## MyLotto Terms and Conditions

The following clauses of the previous MyLotto Terms and Conditions (October 2015) have been updated in this version of the MyLotto Player Terms and Conditions: 1, 15, 21, 22, 44, 89, 150, 153, 167 and 168.

### Introduction

1. These Terms and Conditions, which include the MyLotto Player Terms and Conditions set out below, Lotto NZ's Privacy Policy and any Specific Terms and Conditions applicable to games, promotions and services that you use or participate in on MyLotto, govern your access to and use of MyLotto.
2. In order to apply for Registration as a Player you must read these Terms and Conditions carefully and agree that you will be bound by them if your Registration is accepted by us.
3. If you wish to Register as a player, tick the "I accept the MyLotto Player Terms and Conditions" tick-box. By taking this step you are representing to us that you have read, and understood and accept that you will be bound by these Terms and Conditions, if your Registration is accepted by us and that the information you have provided to us is correct.
4. You must also complete and submit the Application for Registration in order to become a Player.
5. Registration as a Player occurs when we accept your Application for Registration and you have completed the set-up of your Account.
6. Once you are Registered and you have completed the set-up of your Account you will be a Player of MyLotto and will be able to participate in Lotteries using MyLotto, subject to these Terms and Conditions.

### Responsible Gambling

7. Lotto NZ is committed to Responsible Gambling and provides an online link from MyLotto to a gambling counselling and referral service website. Contact details are available by clicking on the "Have fun and play Responsibly" link on MyLotto.
8. We will take any action we deem necessary, should we suspect that your use of this service may cause Harm or impact negatively on your health and wellbeing, or anyone else's health or wellbeing.
9. These Terms and Conditions do not advertise, promote or induce gambling, or publish gambling information.
10. The following maximum spending limits apply for purchasing Tickets on MyLotto:
  - a. Weekly maximum of \$150; and
  - b. Monthly maximum of \$500.

### Warning

11. If you do not normally live in New Zealand, the laws in your jurisdiction may prohibit you from purchasing Tickets via MyLotto.
12. Some jurisdictions (including the United States of America) have laws which entirely prohibit a person from purchasing Tickets via MyLotto. Other jurisdictions may have laws which set minimum age limits or laws which prohibit a person from purchasing Tickets via MyLotto in other ways. It is your responsibility to know and comply with all laws in your jurisdiction.
13. We do not wish to violate any such law or to allow anyone to make an Application for Registration or to purchase Tickets via MyLotto where doing so would violate any such law. If you are subject to any such law, you must not make an Application for Registration or attempt to purchase Tickets via MyLotto.
14. If purchasing Tickets via MyLotto is illegal in the jurisdiction in which you are located, you are not authorised to use your Card to purchase Tickets via MyLotto.

### Definitions

15. In these Terms and Conditions the following words and terms have the following meanings:

**Account** means a Player's online details and information relevant to participating in Lotteries (including Player Funds) stored on Lotto NZ's computer system and which that Player can access via the MyLotto website.

**Act** means the Gambling Act 2003.

**Application for Registration** means the form titled "Create an Account" found on the MyLotto website which a Prospective Player must complete and submit in order to apply for Registration as a MyLotto Player.

**Card** means a debit card or a credit card.

**Chargeback** means a credit card charge that has been reversed or prevented from being processed, either by the authorised bank or the individual in whose name the credit card has been issued.

**Customer Support** means the MyLotto Customer Support service offering technical and general assistance to Players concerning the operation of MyLotto.

**Dishonour** means a deposit made by internet bill payment that has been reversed or prevented from being processed by the authorised bank.

**Draw** has the same meaning as defined in the Act.

**Fraudulent Use** means illegal, and/or dishonest, and/or malicious use of a Player's Account or Player Funds and includes, but is not limited to, penetrating Lotto NZ's computer systems, and/or installing viruses or other software into Lotto NZ's systems.

**Harm** has the same meaning as defined in the Act.

**Hours of Operation** means the following hours of operation of MyLotto for the purposes of accessing and using Accounts and participating in lotteries:

06:30 - 23:00 Monday, Tuesday, Thursday, Friday and Sunday;

06:30 - 24:00 Wednesday;

06:30 - 24:00 Saturday.

**Inactive Account** means an Account which a Player has not accessed, logged into or used for a continuous period of 730 days.

**Lottery** has the same meaning as defined in the Act.

**Lotto NZ/we/us or our** means New Zealand Lotteries Commission a Crown Entity existing pursuant to the Act.

**Month or Monthly** means any calendar month.

**MyLotto** means Lotto NZ's interactive website through which a Player can participate in Lotteries found at [www.MyLotto.co.nz](http://www.MyLotto.co.nz).

**Notice or Notification** means any communication made by Lotto NZ to a Player made pursuant to these Terms and Conditions and Notify has a corresponding meaning.

**Player** means a person who has completed the Registration, opened an Account with MyLotto and is eligible to participate in Lotteries via MyLotto, but excludes any person whose Account has been terminated, cancelled, suspended or closed.

**Player Funds** means the balance of the amount held by Lotto NZ on trust for you in accordance with clause 89.

**Postal Address** means the following Lotto NZ address to which Players can send any information relating to their MyLotto Account when required MyLotto, PO Box 8883, Auckland.

**Privacy Policy** means Lotto NZ's privacy policy relating to its use of Players' personal information, as amended and published from time to time on [mylotto.co.nz/legal-and-privacy-policies](http://mylotto.co.nz/legal-and-privacy-policies).

**Prize** means a prize won by a Player in a Lottery.

**Prospective Player** means a person who wishes to become a Player.

**Registration** means the process of registering as a Player including Lotto NZ's acceptance of a Prospective Player's Application for Registration and the Player opening an Account pursuant to these Terms and Conditions.

**Responsible Gambling** has the same meaning as defined in the Act.

**Rules** means the rules governing a Lottery as set out in the Keno Rules 1994, Lotto Rules 2000, the Big Wednesday Rules 2005, the Bullseye Rules 2009 and the Play3 Rules 2014 and found in Lotto NZ's stores or on the Lotto NZ website at [mylotto.co.nz](http://mylotto.co.nz).

**Specific Terms and Conditions** means specific terms and conditions applicable to games, promotions and services on MyLotto, as amended and published from time to time on [mylotto.co.nz/legal-and-privacy-policies](http://mylotto.co.nz/legal-and-privacy-policies).

**Terms and Conditions or MyLotto Player Terms and Conditions** means these MyLotto Player Terms and Conditions, including the MyLotto Privacy Policy and Specific Terms and Conditions, as amended and published from time to time on [mylotto.co.nz/legal-and-privacy-policies](http://mylotto.co.nz/legal-and-privacy-policies).

**Ticket** has the same meaning as defined in the Act.

**Ticket Number** means the series of numbers issued by Lotto NZ which confirms that an offer by the Player to purchase a Ticket has been accepted by Lotto NZ.

**You/Your** means a Player or Prospective Player (as applicable).

**Week or Weekly** means all Hours of Operation from Sunday to Saturday.

**Working Day** means any day other than a Saturday, Sunday or a statutory public holiday in New Zealand.

#### Warranty and Indemnity

16. When you submit an Application for Registration and each time you make an offer to purchase Tickets from Lotto NZ, you warrant to us that you are legally entitled to:

- a. apply for Registration;
- b. deposit funds with Lotto NZ;
- c. purchase Tickets and receive winnings from Lotto NZ; and
- d. that all of the above will not in any way violate any applicable laws of your place of residence.

17. You agree to indemnify us from any loss arising from any of the above warranties being incorrect.

18. When you make an Application for Registration you provide us with certain information. It is your ongoing responsibility to inform us of any changes to the information you have given us.

19. We rely on the information you provide being true, correct, accurate, up to date and not misleading. If this is not the case, we may cancel your Registration, not sell you Tickets and/or cancel any Ticket you have purchased and we may retain (or recover from you) the value of any cancelled Tickets and any winnings paid to you. We may also suspend your Account and/or exclude you from being able to make any further purchases of Tickets.

20. By making an Application for Registration, you authorise Lotto NZ to make such enquiries as we consider necessary to verify the personal information provided by you. Please refer to our Privacy Policy in these Terms and Conditions for additional details about our use of your personal information.

#### Changes to Terms and Conditions

21. We may change these Terms and Conditions at any time. Changes will take effect from the date the updated Terms and Conditions are first posted on the MyLotto website (Effective Date), unless:

- a. a change relates to procedures for claiming Prizes or Prize payments for Lotteries drawn before the Effective Date - in which case the change will take effect on an earlier date as specified by us; and/or
- b. you do not accept the updated Terms and Conditions in accordance with clause 22 - in which case, you will not be permitted to continue to use MyLotto and any Player Funds held by Lotto NZ on trust for you will be subject to the Terms and Conditions applicable before the Effective Date

22. By continuing to use the MyLotto website, you will be deemed to have accepted updated Terms and Conditions published on the MyLotto website. In addition, we will endeavour to alert you to changes by a pop up screen when you access your Account, and you may be required to actively accept the new Terms and Conditions before being allowed access to your Account.

23. We may amend the procedures and explanatory information displayed on or accessible from MyLotto at any time. You will not be notified of these amendments.

Player Agreement and Applicable Law

24. When you tick the "I accept the MyLotto Player Terms and Conditions" tick-box a binding contract is formed between you and us based on these Terms and Conditions, governed by the laws of New Zealand and subject to the exclusive jurisdiction of the courts of New Zealand.

25. You will not be a Player and eligible to participate in Lotteries until we have accepted your Application for Registration (see next section) and you have completed the set-up of your Account.

26. Every time a Player offers to make a Ticket purchase from Lotto NZ, a Player is doing so in New Zealand pursuant to these Terms and Conditions and Lotto NZ is accepting that offer in New Zealand.

#### Registration

27. In order to become a Player you must complete and submit the Application for Registration

28. To Register as a Player you must:

- a. hold a New Zealand bank account in your name;
- b. not be currently suspended as a Player;
- c. be resident in a jurisdiction where Registration and the opening of an Account with Lotto NZ does not contravene any applicable law;
- d. hold an email address unique to you; and
- e. be an individual (a company or other corporate entity cannot be a Player).

#### Online Registration

29. When Registering online you must complete and submit the Application for Registration found on the MyLotto website.

30. If any information is missing in your online Application for Registration, or we require additional information from you, we may request that you send us any relevant information or documents to our Postal Address.

#### Becoming a Player

31. You will become a Player when Lotto NZ has accepted your Application for Registration and you have completed the set-up of your Account.

32. If Lotto NZ accepts your Application for Registration, your Registration will be confirmed by email to the email address specified by you in your Application for Registration.

33. Once you become a Player, you will be able to make deposits to the credit of your Player Funds, purchase Tickets from Lotto NZ (if we agree to sell Tickets to you) and qualify for Prizes.



34. Lotto NZ may refuse to sell a Ticket to you in its absolute discretion without giving reasons.

#### Registration - General

35. If you do not provide all the information requested in the Application for Registration we will not accept your application.

36. We may withhold payments of any nature and void all your winnings if your Registration details are false or misleading.

37. If any of your details change after you become a Player (for example your name), you must send us information confirming that change. If your name has changed we may request that you send us a copy of the relevant documentation, for example a marriage certificate or a deed poll, to our Postal Address.

38. Registration with MyLotto is free.

39. A Player may only have one Account at any one time.

40. Lotto NZ may refuse to allow you to become a Player if you have been convicted of fraud.

#### Account Operation – General

41. You cannot deposit funds to the credit of your Player Funds in excess of \$999. Your Player Funds can only exceed \$999 when Prizes are credited to your Player Funds.

42. You cannot purchase any Tickets while the balance of your Player Funds is in excess of \$999.

43. You must reduce the balance of your Player Funds to \$999 or less in order to purchase Tickets.

44. Lotto NZ will maintain an amount that equals or exceeds the aggregate face value of Players' Player Funds (less any amounts that have been redeemed, cancelled or transferred to the Government (Treasury) from time to time in accordance with these Terms and Conditions) in a separate bank account or other form of deposit or security (Account). Lotto NZ acknowledges and declares that all amounts deposited in that Account are held on trust for Players, such that each Player has the right to a proportion of the Account equal to the face value of their Player Funds. Lotto NZ may deduct amounts from the Account as contemplated by these Terms and Conditions, and reserves the right to retain any interest earned on amounts deposited in the Account.

45. You are not permitted to use your Player Funds as security or allow a charge to be granted in favour of your Account.

46. A history of your Account transactions (including payments to and from your Player Funds, Ticket purchases and Prizes paid) for the immediately preceding 365 day period will be available in your Account.

47. Tickets may only be purchased online if you have cleared funds in your Player Funds. No credit is available on your Player Funds or Account.

48. It is your responsibility to ensure that there are sufficient cleared funds credited to your Player Funds in advance to cover all transactions related to your Account.

49. When an Account is suspended, you may no longer access or use it.

#### Account Responsibility and Security

50. The Application for Registration form will require you to nominate a username and a password to be used to access your Account and Player Funds. Your username must be your current email address. This email address will be used by Lotto NZ to provide you with Notices. We may set from time to time minimum complexity requirements for your password.

51. The Application for Registration also contains a list of 9 security questions. You must select 1 of these questions and submit your answer to it. The selected question and answer will be used to identify you, and as an alternative way to access your Account and Player Funds, if you forget your password.

52. It is your responsibility to ensure that no one else accesses MyLotto via your Account or purchases Tickets using your username, password or security question and answer. You must not disclose your password, or security question and answer to anyone. You will be responsible for any use of your Account or Player Funds by any other person and Lotto NZ expressly disclaims liability in this regard.

#### Fraudulent Use

53. You may only use MyLotto, your Account and your Player Funds in the manner described in these Terms and Conditions.

54. You may not use MyLotto, your Account or your Player Funds for any purpose other than those stated in these Terms and Conditions. If you wish to use your Player Funds for any other purpose, you must withdraw them in accordance with clause 104.

55. You are entirely responsible for all of the obligations arising out of or in relation to your Registration and your Account as set out in these Terms and Conditions.

56. If you suspect your Account or Player Funds have been interfered with you should immediately change your password and contact us

57. If we have reason to believe that your Account or Player Funds were, or are being, interfered with or that Fraudulent Use of your Account or Player Funds has occurred or might occur, we may take any action we deem appropriate to investigate or prevent such Fraudulent Use. This may include suspending or terminating your Account.

58. Where Fraudulent Use is detected and your Account is suspended the remaining Player Funds balance will, subject to the findings of our investigation and any criminal proceedings, be deposited into your nominated bank account less any debt due to us and less any funds lost through Fraudulent Use, and your Account will then be closed.

59. Where Fraudulent Use is detected and your Player Funds are credited with a Prize before or during your Account's suspension, we will investigate whether the Prize should be forfeited and the amount repaid to us.

60. Lotto NZ reserves the right to claim any Prizes or withdrawals from you where Fraudulent Use in relation to your Account or Player Funds has been detected.

#### Setting Self Imposed Exclusion Period

61. You may set a time period for your self-exclusion in your Account details.

62. Once you complete the procedures to set a self-exclusion period you will not be able to purchase Tickets for that Lottery during that time. You will not be able to adjust or cancel the self-exclusion period once it is set.

#### Setting Personal Spending Limits

63. You may prevent yourself from purchasing Tickets in one or more Lotteries by setting your own maximum spending limits for a certain period of time. The periods of time during which a personal spending limit will apply must be set either weekly or monthly.

64. At the start of each period the personal spending limit that you set will be the maximum spending limit for the duration of that period. Any changes you wish to make to your personal spending limit will only come into effect when that period ends.

65. Your personal spending limits can be less than the Lotto NZ maximum spending limits, namely:

- a. Weekly maximum of \$150; and
- b. Monthly maximum of \$500.

66. You cannot set your weekly maximum spend limit at less than \$10 per Week.

67. You cannot set your monthly maximum spend limit at less than \$25 per Month.

68. Winnings do not increase or supplement your spending limits.

#### Nominated Bank Account

69. Your nominated bank account must be:

- a. valid, current and operating;
- b. a New Zealand bank account; and
- c. in your name. A different surname is permitted where a marriage certificate (or other legal document) has been provided as proof of identity.

70. Different bank account suffixes are deemed to be the same bank account.

71. A bank account may only be used by one Player.

72. If we discover that your bank account is being used by more than one Player we will suspend the Account and Notify you of the suspension. The Account will remain suspended until the situation is resolved to our satisfaction.

#### Credit or Debit Cards

73. Only:

- a. New Zealand issued Visa and MasterCard Cards; and
- b. Visa and MasterCard Cards issued elsewhere to New Zealand residents and approved by Lotto NZ.

can be used to deposit funds for the credit of your Account.

74. The Card used to deposit funds for the credit of your Account must:

- a. be in your name and you must be the owner of the Card,
- b. not be stolen, or declared stolen at the time of use; and
- c. be a currently valid Card and not past its expiry date.

75. Cards without a registered owner (e.g. Prezy Cards) may not be used.

76. Transactions are processed by Direct Payment Solutions International Limited.

77. Prizes or funds withdrawn from your Player Funds cannot be credited to your Card.

78. We may investigate any Chargebacks.

79. During any investigation of a Chargeback your Account will be suspended.

80. The validity or ownership of Tickets related to a Chargeback or that are in a suspended Account or in an Account that has or may be the subject of a Chargeback is not guaranteed.
81. The validity or ownership of any Prize related to a Chargeback is not guaranteed.
82. We will attempt to contact you if we decide to investigate your Account.
83. We may recover from you by any means deemed appropriate, the Chargeback amount, any related Prizes or associated costs and bank fees incurred as a result, and any payment or underpayment.
84. A MyLotto transaction may be identified on your Card billing statement as a gambling transaction.
85. The Visa Business Identification Number applicable to MyLotto transactions is (BID) 10025995.

**Account Transactions**

86. No fee is charged by Lotto NZ for you paying money into or taking it out of your Player Funds. However, Lotto NZ may recover from you any amounts we incur as a result of your use of your Account and you hereby authorise Lotto NZ to debit any such amounts from your Player Funds.
87. We reserve the right to monitor your Account transactions.
88. Funds must be paid by you to the credit of your Player Funds for the purpose of participating in Lotteries. If you pay money into your Player Funds other than to participate in Lotteries, we may ask you to cease engaging in such activity, and/or suspend or terminate your Account, and/or take such other action as we deem appropriate in the circumstances.

**Player Funds**

89. You may pay money to Lotto NZ to be held by Lotto NZ in your Player Funds either online by using a Card, in accordance with the section above concerning Credit or Debit Cards, or by internet bill payment. Player Funds are held by Lotto NZ in accordance with clause 44 and may be used in accordance with these Terms and Conditions (including any Specific Terms and Conditions applicable to your use of MyLotto), including:

- a. used by you to pay for Tickets under clause 115 or 125;
- b. paid to you when directed under clause 104;
- c. returned to your nominated bank account in accordance with clause 92; and
- d. transferred to the Government (Treasury) in accordance with clause 144.

90. A payment for the credit of your Player Funds cannot:
- a. be less than \$10 when paid online using a Card;
  - b. be more than \$150 per week when paid online using a Card or by internet bill payment; or
  - c. cause your Player Funds balance to be more than \$999.
91. A payment to Lotto NZ may take up to 2 Working Days before it is recorded as held in your Player Funds.
92. Payments will be returned to your nominated bank account if:
- a. your Player Funds balance exceeds \$999;
  - b. your Player Funds are suspended or closed;
  - c. a payment is less than the minimum payment limit; or
  - d. a payment is more than the maximum payment limit.
93. A record of any payments returned will not be recorded in the financial history held on your Player Funds.
94. Bank payments to Player Funds must include your 10 digit Account number in the reference field and, as additional confirmation, your surname in the code field of the bank's deposit form.

95. If you provide incorrect or incomplete data when making payments to your Player Funds, we may be unable to identify your Account or Player Funds. If this is the case the funds will be held by Lotto NZ for 10 days before being returned to your bank or the bank the funds came from (whichever is applicable). You may contact Lotto NZ Customer Support during the 10 day period in order to identify your payments to Player Funds. If Lotto NZ is satisfied with the validity of your claim, the funds will be credited to your Player Funds.

96. Subject to the Terms and Conditions on Chargebacks and Dishonours funds to the credit of your Player Funds will only be recorded when Lotto NZ has confirmation from the relevant financial institution that the funds have been cleared in the Lotto NZ bank account in which Player Funds are held.

97. You agree to indemnify Lotto NZ against any loss that we might suffer as a result of any payments to your Player Funds made by you being Dishonoured or disputed, or being subject to a Chargeback and in this regard, you direct and authorise Lotto NZ to debit any such amounts from the credit of your Player Funds.

98. We may investigate any Dishonour.

99. During any investigation of a Dishonour your Account will be suspended.

100. The validity or ownership of Tickets related to a Dishonour or that are in a suspended Account or in an Account that has or may be the subject of a Dishonour is not guaranteed.

101. The validity or ownership of any Prize related to a Dishonour is not guaranteed.

102. We will attempt to contact you if we decide to investigate your Account or Player Funds.

103. We may recover from you by any means deemed appropriate, the Dishonour amount, any related Prizes or associated costs and bank fees incurred as a result, and any payment or underpayment.

#### **Withdrawals**

104. At any time you can direct Lotto NZ to pay you the amount of your Player Funds balance.

105. There is no limit set on the amounts you can direct Lotto NZ to make from your Player Funds, however no overdraft is allowed.

106. The minimum withdrawal amount is \$10, unless you are closing your Account, in which case you can withdraw an amount less than \$10.

107. We will try to ensure that amounts which you direct Lotto NZ to pay you from your Player Funds are transferred to your nominated bank account within approximately 3 Working Days.

#### **Changing Your Bank Account**

108. You can change your nominated bank account as set out below.

109. A bank account cannot be changed while there are outstanding withdrawals or Prize claims being processed.

110. You can change your nominated bank account by clicking 'Change Bank Account' and changing your personal details. You must then send to our Postal Address:

- a. a copy of a bank deposit slip with your new bank account number written on it; or
- b. a copy of a bank statement with your new bank account number written on it.

111. The new bank account will become effective for the transfer of funds once we have processed the documentation provided. Until such time as the new bank account is effective you and we will be unable to transfer funds to the new bank account, including any payment of Prizes. Notification will be sent to you when the change to your nominated bank account becomes effective.

#### **Participating in Lotteries**

112. In order to participate in a Lottery you must purchase a Ticket for that Lottery. The terms below apply to your purchase of Tickets.

113. You can only purchase a Ticket if:

- a. there are sufficient funds credited to your Player Funds;
- b. the purchase falls within your self-imposed spending limits or otherwise within the following spending limits:
  - i. maximum Weekly spend \$150;
  - ii. maximum Monthly spend \$500.
- c. you are not under a self-imposed exclusion period for that Lottery; and
- d. your Account has not been suspended or closed.

114. You may participate in a Lottery through MyLotto by selecting all the relevant information on the MyLotto website, including the type of the Lottery and the number of Draws you wish to participate in, your selected numbers for the Draw and clicking the "Confirm Purchase" button on the "Please confirm your purchase" page of the MyLotto website.

115. When you click the "Confirm Purchase" button or the "Confirm" button if you are using our mobile website you are making an offer to purchase a Ticket from us and you are directing and authorising us to debit the credit of your Player Funds with the cost of that Ticket or, as applicable, Tickets.

116. Once you have clicked the "Confirm Purchase" button or the "Confirm" button if you are using our mobile website you cannot cancel that Ticket. To avoid any doubt no return or refund of a Ticket is permitted once you have clicked the "Confirm Purchase" button or the "Confirm" button if you are using our mobile website.

117. When you make an offer to purchase a Ticket, our computer system will process that purchase by debiting the relevant funds from the credit of your Player Funds and generating a Ticket Number or, as applicable, Ticket Numbers.

118. Your offer to purchase a Ticket will only be accepted by us when a Ticket Number is generated and our acceptance has been communicated to you by your receipt of the Ticket Number in your Account. A Ticket is only valid if you have received the relevant Ticket Number in your Account.

119. For each Ticket you purchase you will receive the relevant information confirming your entry into the Lottery of your choice, namely the Ticket Number, the date and the number of the Draw, your selected numbers, the Ticket price and the type of the Lottery.

#### **Deadlines for Entry into a Draw**

120. You can only participate in a Lottery prior to the deadline for the Draw of the Lottery you wish to participate in.

121. The deadline for each Draw is set out on the MyLotto website.



122. If our computer system does not process your offer to purchase a Ticket before the deadline for the Draw you wish to enter, your offer to purchase will be declined.

#### Inability to Process a Purchase

123. If MyLotto or our computer system experiences any form of malfunction at any time during the process set out above for making and completing a Ticket purchase and we are unable to recover or verify the status of that purchase during data recovery, then that unfinished or interrupted purchase will be deemed void. Any necessary adjustments will be made to your Account and Player Funds.

124. Lotto NZ may further refuse to accept any offer to purchase a Ticket if we reasonably suspect or know that our computer system has failed to function in the manner in which it was designed and programmed to function.

#### Subscriptions

125. You may subscribe to buy Tickets via MyLotto. Subscriptions can be selected for a period of 3, 6 or 12 months and can be managed via your Account.

126. The Rules may change from time to time. If you have a current subscription to buy Tickets for a Lottery and the Rules of that Lottery change, Lotto NZ will contact you by email to tell you about these changes, the impact on your subscription and what you need to or can do as a result of these changes.

127. You are responsible for checking your email account for any communication regarding subscriptions from Lotto NZ. Lotto NZ expressly disclaims responsibility in this regard to the maximum extent permitted by law.

#### Prizes

128. All Prizes are subject to Lotto NZ's verification procedures before payment.

129. Lotto NZ will Notify you when you have won a Prize.

130. Prizes won through Tickets purchased via MyLotto cannot be claimed in a retail store.

131. Prizes up to \$1000 will be credited to your Player Funds automatically on the day after the Draw.

132. Your entitlements following your purchase of your Tickets will be determined in accordance with:

- a. the Rules of the Lottery for which the Ticket was purchased;
- b. these Terms and Conditions; and
- c. the Act and all other applicable laws of New Zealand.

133. If you have won a Prize over \$1,000 Lotto NZ will, in the case of a cash Prize, only pay the Prize directly into your nominated bank account or, in the case of a non-cash Prize, deliver the Prize to your nominated address unless the relevant terms and conditions governing the non-cash Prize specify otherwise.

134. For Prizes over \$1000 you must provide Lotto NZ with your residential address, your telephone number and confirmation of your nominated bank account number by completing an online claim form. If you fail to complete an online claim form a cash Prize will not be deposited to your nominated bank account or, as applicable, a non-cash Prize will not be delivered to your nominated address.

135. Lotto NZ will not be responsible if you do not receive your Prize or payments because you provided an incorrect bank account number or address or other details affecting payment or delivery.

136. Cash Prizes over \$1000 (other than promotional cash Prizes, which may take longer) may take up to 3 Working Days to be deposited to your nominated bank account from the date you complete an online claim form.

137. A Prize which is offered in cash or kind may be paid in cash to your nominated bank account if you have completed an online claim form but have not made a nomination whether to take the Prize in cash or kind.

138. Unpaid and/or undelivered Prizes will be held by us for 7 years.

139. After that period the Prize amount will be transferred to the Government (Treasury). If your Prize has been so transferred, you may claim it from the Treasury.

#### Closing Accounts

140. Lotto NZ may suspend or close your Account at any time without Notice and without providing you with any reason.

141. You can close your Account at any time, unless:

- a. you have a valid Ticket for a future Draw;
- b. you are entitled to unpaid Prizes; or
- c. the Account is suspended.

142. Lotto NZ may close inactive Accounts.

143. If an amount (whether as a Prize or otherwise) is credited to your Player Funds in error, Lotto NZ may recover that amount from you.

144. Funds credited to your Player Funds will be deposited into your nominated bank account once your Account is closed. However, if your nominated bank account is closed, the funds will be held by us for a maximum of 7 years. If the funds remain unclaimed for more than 7 years, we will transfer the amount to the Government (Treasury). You may claim such funds (either from us or Treasury, as applicable) at any time.

145. In the event of your death, the balance of your Player Funds will automatically form part of your estate and funds credited to your Player Funds will be held by us until claimed by the administrator of your estate. If the funds remain unclaimed for more than 7 years after your death, we will transfer the amount to the Government (Treasury). Your funds may be claimed (either from us or Treasury, as applicable) at any time, if proof of entitlement in a form acceptable to us or Treasury (as applicable) is provided.

#### **MyLotto Availability**

146. Lotto NZ will endeavour to ensure that Hours of Operation are observed, however Lotto NZ does not guarantee that the Hours of Operation will be observed at all times. If MyLotto becomes unavailable for any reason we will endeavour to restore your access to MyLotto as soon as practically possible.

147. You will not be able to purchase Tickets during the following Draw change times (these times are approximate and may be subject to variation):

- a. Lotto / Powerball / Strike - Wednesdays and Saturdays 19:30-21:00;
- b. 10am Keno - daily 10:00-10:05;
- c. 1pm Keno - daily 13:00-13:05;
- d. 3pm Keno - daily 15:00-15:05;
- e. 6pm Keno - daily 18:00-18:05;
- f. Bullseye - daily 18:00-18:30;
- g. Play 3 - daily 18:00 - 18:30.

148. Access to your Account or Player Funds may not be available for periods of scheduled downtime while we carry out maintenance on our computer system. You may receive a Notification from us prior to any such scheduled downtime.

149. To access MyLotto we recommend that you use the latest version of a major supported browser such as Internet Explorer, Firefox, Chrome or Safari.

#### **Specific Terms and Conditions**

150. These Terms and Conditions incorporate any Specific Terms and Conditions applicable to games, promotions and services that you use or participate in on MyLotto. Unless expressly stated otherwise, if there is any inconsistency between the Terms and Conditions set out in this document and the Specific Terms and Conditions, the Terms and Conditions set out in this document will apply.

#### **General Legal**

151. In these Terms and Conditions or anywhere on the MyLotto website:

- a. all references to any monetary amount are references to New Zealand currency;
- b. all references to times are references to New Zealand time;
- c. reference to a person does not include a corporation, corporation sole, or a body of persons, whether corporate or incorporated;
- d. reference to "including" means "including without limitation";
- e. the singular includes the plural and vice versa;
- f. words importing one gender include any other gender.

152. These Terms and Conditions survive the termination of your Account, as applicable.

153. You agree not to seek to stay or terminate any proceedings brought in New Zealand on the grounds that the forum is not convenient or is less appropriate than some other forum. You agree not to challenge any application made by Lotto NZ to stay any proceedings brought in any other jurisdiction.

154. You acknowledge and agree that Lotto NZ or its licensors own the copyright and all other intellectual property rights in all of the content on MyLotto, including the Lotto, MyLotto and other trademarks on MyLotto. You may use MyLotto solely for your personal use. You must not reproduce, adapt or publish the content of MyLotto, in whole or in part, or do anything that is inconsistent with Lotto NZ and its licensors' intellectual property rights.

155. You may not copy or distribute any results files, graphic or other content and downloads on MyLotto without our permission. You may not interfere in any manner with, decompile, modify or create derivative works from any such content or downloads.

156. While considerable care has been taken in compiling and updating content on the MyLotto website, Lotto NZ does not guarantee the accuracy of this content. To the extent permitted by law, Lotto NZ excludes all warranties in relation to the content and is not liable to you for any damage, loss, cost or expense incurred when using MyLotto.

157. Lotto NZ will not be liable for any delayed or lost Notices.

158. Lotto NZ will not be liable if you do not receive any amounts as a result of any incorrect information provided by you to Lotto NZ.

159. From time to time, MyLotto may contain links to other sites not operated by Lotto NZ. We do not control these sites and so cannot be held responsible for their content. Such links do not indicate our endorsement or support of any goods, services or content on those sites and we will not be liable to you for any goods, services or content which may be purchased or accessed through these links unless they are supplied by us.

160. Files you download from MyLotto are used by you at your own risk. We do not guarantee that files available for downloading from MyLotto will be free of viruses, or other codes that may corrupt or damage property. You are solely responsible for implementing virus checking and other procedures to prevent any such corruption or damage.

161. You agree to indemnify Lotto NZ, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable legal costs, arising out of your use of MyLotto and any content on MyLotto or from any violation of these Terms and Conditions (including negligent or wrongful conduct by you or any other person accessing MyLotto or your Player Funds in your name).

162. Registration is personal to you and you cannot transfer, assign or otherwise dispose of your rights and obligations under these Terms and Conditions.

163. You will only receive unsolicited mail from us if you have agreed to receive mail in your Application for Registration. This does not apply to Notices which we may send to you in accordance with these Terms and Conditions.

164. Except to the extent that liability cannot be excluded by law, we will not be liable for any direct, indirect, incidental or consequential loss, loss of a chance, damage (including but not limited to damage for loss of profits, business interruption, loss of programs or information, and the like), expense, claim (including but not limited to any claim attributable to errors, omissions or other inaccuracies in MyLotto and our computer system and/or failures in the communications links provided by telecommunications carriers or service providers or between financial institutions and our computer system, materials or information downloaded through MyLotto), action or liability of any nature arising out of your Registration with MyLotto, your Account, your Player Funds, the purchase or attempted purchase by you of a Ticket, the use by you or any inability to use MyLotto, the failure of MyLotto to give effect to any offer by you to purchase a Ticket whether accepted by us or not. Nothing in these Terms and Conditions is intended to limit any rights that you may have under the Consumer Guarantees Act 1993.

165. We give no warranty whatsoever that MyLotto will be available for use by you permanently or for any minimum period of time.

166. Any non-enforcement by us of any of our rights under these Terms and Conditions will not constitute a waiver of those rights. Any waiver by us of any of our rights under these Terms and Conditions will not constitute a waiver on any subsequent occasion.  
Privacy

167. Our Privacy Policy (available by clicking on the "Privacy Policy" link on [mylotto.co.nz/legal-and-privacy-policies](http://mylotto.co.nz/legal-and-privacy-policies)) explains how we collect, store, use and may disclose personal information that you provide to us. You have the right to access and request correction of your personal information in accordance with our Privacy Policy.

168. MyLotto contains links to other websites. Lotto NZ is not responsible for the privacy practices or the content of these listed sites.

These Terms and Conditions were last updated in July 2016.

#### Lotto NZ

News and press releases  
Game rules, odds and info  
Big Wednesday results  
Careers  
Contact us

#### MyLotto

Features and services  
Mobile  
Subscriptions  
MyLotto FAQs  
Team play  
Legal and privacy policies

#### Winning experience

Winners' stories  
Good on You!  
Lotto Volunteer Foundation

Customer support 0800 695 6886

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