

## The Scotto – Terms and Conditions

### 1. INTRODUCTION

- 1.1. **The terms and conditions below relate to the subscription game “The Scotto” are effective from 5 May 2023** All entries into, and participation in, “The Scotto” are governed by these terms and conditions.

The Scotto supports The Jackpot Community Trust (registered number SC052059) which is a Scottish Charitable Incorporated Organisation (SCIO) (“the charity”). The Charity is regulated by the Office of the Scottish Charity Regulator (“OSCR”). The Jackpot Community Trust is licenced by the Gambling Commission under account number 61537.

- 1.2. The Charity has appointed MBC ELM Limited (“us”) to promote and manage its Lottery. We are regulated and licensed as an External Lottery Manager (ELM) by the UK’s Gambling Commission ([www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk)) with licence number: 045374-R-324694-005 and 045374-N-329306-001. Our address for correspondence is MBC ELM Limited, 272 Bath Street, Glasgow, G2 4JR. Our Gambling Commission Account Number is 45374.
- 1.3. The Charity has the primary objective of supporting charities through its grant giving programme. The Charity will donate at least 20% of ticket sales for its Lottery to Good Causes connected to its own purposes. You can learn more about the Charity by visiting its website.
- 1.4. The Charity is licensed by the UK’s Gambling Commission to operate their society Lottery under the Gambling Act 2005. The Charity is an independent organisation, and you can read more about them by following the links on our websites. The Charity decides for itself which Good Causes to donate money to from its Lottery ticket sales.
- 1.5. We will post the current terms and conditions on our website, along with the rules or conditions applicable to entry for the Lottery and other promotions (subject to specific promotional terms and conditions).
- 1.6. We may change these terms and conditions from time to time. The updated terms and conditions will be published on our website at least 14 days in advance of any change(s) coming into effect. If you are an online customer, we will notify you via your provided email address at least 14 days in advance of the change(s) coming into effect.

### 2. DEFINITIONS

- 2.1. Any words within these terms and conditions that start with a capital letter shall have the following meanings:

“The Scotto” means the subscription game available to play at [thescotto.com](http://thescotto.com). Customers are offered the chance to play for a set price of £10 collected monthly in advance. Entry to the end of month Jackpot draw costs £9.72 and the monthly payment is used to cover entries as they fall due; 28p is used for 28 x 1p Daily Draws, with A minimum prize of £10 is awarded for each draw. A table of prizes and draw dates are as published in advance on our website.

“Ball Machine” means the ball machine that we may use for the Lottery Draw;

“Bank Holiday” means a day when banks in England or Scotland are generally closed for business;

“Certified RNG” is a Random Number Generator (RNG) that may be used to generate the winning numbers for the Lottery draw. Our RNG has been certified by a Gambling Commission approved test house to be generating outputs that are random, unpredictable and not reproducible;

“Charity” means a Scottish Charitable Incorporated Organisation (SCIO) licensed and regulated by the Office of the Scottish Charity Regulator (“OSCR”). They are also licensed by the UK’s Gambling Commission to operate and promote a society lottery under the brand name The Scotto;

“Computer System” means the software and infrastructure we use to operate the Lottery;

“Daily Draws” are prizes that can be won by all subscribers with one draw attributed to each day of the month. The actual timing of draws will be as published on the website. Each daily draw entry costs 1p. Where there are more than 28 days in any calendar month, MBC ELM will pay for any additional draws published on the website.

“Direct Debit” means a recurring, scheduled payment from your Registered Payment Method for entry into multiple draws;

“Direct Debit Guarantee Scheme” means the scheme operated by banks and building societies, that protects you in the rare event that there is an error in the payment of your Direct Debit;

“Draw Lockdown” refers to the time at which it is no longer possible to buy a Ticket for that lottery

“Excluded Person” means a person who does not meet the eligibility criteria set out in clause 3 and who falls within any of the categories set out in clauses 5 together with such other persons (or category of persons) as we, a relevant Charity and/or the Gambling Commission may specify or agree from time to time;

“Free Ticket” means a free Ticket that we may offer to Players during a promotion from time to time when the terms of the promotion are met

“Free to enter prize draws” means prizes we may offer to active subscribing players. These are not part of the Jackpot Draw.

“Funds” means the value of the money held in your online Player Account that is available to use to purchase a Ticket or withdraw to your Registered Payment Method;

“Good Causes” means projects aimed at helping other charities in Scotland;

“Jackpot Draw” is the draw that takes place on the last Friday of each month and costs £9.72 to enter. If a customer matches all five numbers drawn, they will win the jackpot prize of £25,000 (subject to capping).

“Jackpot” or “Jackpot Prize” means the top prize in any Lottery;

“Jackpot Draw” means the end of month draw where matching your 5 numbers between 1 and 49 with the 5 balls drawn results in the jackpot prize

“Line” means each individual entry into a Lottery;

“Lottery” means the society lottery operated and promoted by a Charity, and comprising any or all of the following: the Lottery Draw, or other lotteries offered from time to time;

“Lottery Draw” means the main lottery draw conducted by The Scotto;

“Monthly cut off” is the date advertised on our website where new subscribers to The Scotto must have signed up to enter all Jackpot Draws from the following calendar month or as described on the site. If a Monthly cut off is missed, customers are in all draws from the next but one calendar month. Customers can calculate which draws they are entered into from both our website and any welcome email they may receive;

“Player” means a person who enters a Lottery and meets the eligibility criteria

“Player Account” means the online account you set up with us when you register as a Player, and that is described in clause 6;

“Prize” means the prize monies, non-cash prizes, that you could win in a Lottery, Raffle or any other competitions we may hold from time to time;

“Prize Capping” means the process that we may use in order to limit the total value of cash Prizes in a single Jackpot Draw to £50,000;

“Raffle” refers to any free/bonus raffles promoted by MBC ELM Limited that we may hold from time to time;

“Raffle Draw” means the draw that takes place for all eligible Raffle entries;

“Registered Payment Method” means the bank or building society account held in your name from which you set up a Direct Debit into your online Player Account;

“Subscription Player” means a Player who pays for a Lottery Ticket using a Direct Debit;

“Ticket” means the electronic ticket allocated to a Player by our Computer System that bears the numbers entered into the Lottery for that Player;

“Winning Number” means each of the five numbers between 1 (one) and 49 inclusive, drawn at random in the Lottery Draw, before a Bonus Number is drawn;

In addition,

“us” / “we” / “our” refers to MBC ELM Limited;

“you” / “your” refers to a Player.

### 3. WHO CAN PLAY?

3.1. To enter the Lottery and to be eligible to win a Prize, you:

- 3.1.1. must be 18 years of age or over (please note that underage gambling is an offence);
- 3.1.2. must be a resident of Great Britain;
- 3.1.3. must have a Player Account with us if you are participating online;
- 3.1.4. must have not failed our age and identity verification process as required by law, which may include providing proof that you are aged 18 or over;
- 3.1.5. must comply with these terms and conditions and any other rules of the Lottery notified by us;
- 3.1.6. must not be an Excluded Person.

3.2. A syndicate may enter the Lottery. If participating online, one Player within the syndicate needs to have an online Player Account in order to buy Ticket(s) on behalf of the syndicate. We are not responsible for management of a syndicate. It is the responsibility of each member of a syndicate to ensure that they agree rules for management and operation of the syndicate with the other members. If you buy a Ticket on behalf of a syndicate, it is your responsibility (not ours) to ensure no syndicate member is an Excluded Person.

## 4. CONDITIONS OF ENTRY

- 4.1. All entry instructions communicated by us and that are available on our website shall form part of the terms and conditions of a Lottery or Raffle.
- 4.2. When you buy a Scotto Subscription, you acknowledge and agree that:
  - 4.2.1. you will be entered into a Lottery, promoted by a relevant Charity on the date of the Lottery draw for which each individual participating Ticket is valid;
  - 4.2.2. a minimum of 20% of the Ticket price will go towards Good Causes; and
  - 4.2.3. any misrepresentation of fact as to your eligibility, whether intentional or unintentional, will make you an Excluded Person and ineligible to win a Prize.
  - 4.2.4. You are allowed a maximum of 5 Lines per customer per draw. This is a limit set to promote responsible gambling. If we believe you have more than 5 Lines in the game, we will write to you to tell you which lines we will cancel and details of any refund due to you.
- 4.3. You agree to be bound by these terms and conditions, all rules and conditions on our website for entry to a Lottery Draw, Raffle or promotion, any applicable sections of The Gambling Act 2005 and any relevant regulations made under it from time to time. If you have not complied with the relevant rules, terms and conditions, we will not be liable for any loss or damage you suffer. This includes the loss of opportunity to enter a Lottery or Raffle and/or right to receive a Prize.
- 4.4. Your Lottery Draw Tickets will only be considered as valid (and hence eligible for a prize) if you have not failed any verification process we may reasonably use in accordance with the current law. We will have sole discretion as to whether to accept any entry to the Lottery and pay out a Prize. We may refuse any entry to the Lottery or withhold any Prize if we have reasonable grounds to believe that any applicable terms and conditions have been breached. In exercising our discretion under this clause 4.4, we will rely on our own logs and records, and our decision will be final and binding.

## 5. EXCLUDED PERSONS

- 5.1. Excluded Persons are not eligible to participate in the Lottery or to receive any Prizes.
- 5.2. We treat the following persons as Excluded Persons, and therefore, not eligible to participate in the Lottery:
  1. director, employee or trustee of (i) MBC ELM LTD., (ii) any SCIO directly associated with MBC ELM LTD;
  2. board of directors or management team of MBC Lotteries Ltd;
  3. employees of key IT contractor or supplier of the Lottery product;
  4. customer service agent providing service to MBC ELM LTD;
  5. immediate family members<sup>1</sup> of group 1. to 5. as listed above living in the same household;
  6. a self-excluded person
  7. any person who does not comply with these T&Cs.

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<sup>1</sup> Immediate family members include parent, step-parent, child, step-child, spouse and sibling.

- 5.3. We reserve the right to exclude any Player from the Lottery when required by any relevant authorities or if we believe, in our sole discretion, that the Player may be using technology to gain an unfair advantage over other Players of the Lottery.
- 5.4. By participating in the Lottery, you warrant that you are not an Excluded Person.

## 6. THE SCOTTO ONLINE PLAYER ACCOUNT

- 6.1. To participate in the Lottery online through your Scotto Subscription, you need to have a Player Account. You may apply to set up a Player Account by successfully completing our online registration or by contacting our Customer Service team.
- 6.2. You must tell us your name, date of birth, address, telephone number and email address before we can complete the set up of your Player Account.
- 6.3. Once your Scotto Online Player Account has been successfully set up, manual or automatic identity and age verification checks may be carried out. In carrying out these checks, your personal information provided may be disclosed to a credit reference agency. They may make a record of the search.
- 6.4. Should automatic verification fail, we will contact you in order to perform a manual verification. We will require a copy of one document from each of Group A and Group B below, to be sent to us by email or by post. The same document cannot be used to satisfy requirements from both Group A and B. If you have changed your name recently, you are also required to send us a copy of a document from Group C.

Group A – The following documents can be used as proof of ID and age:

- Current Passport (full copy of photo page);
- Current UK or EEA photocard Driving Licence (excluding provisional licence); or
- EEA member state identity card.

Group B – The following documents can be used for proof of address:

- Utility bill (gas, electric, satellite television, landline phone bill) issued within the last three months;
- Bank / Credit Card statement dated within the last three months;
- Current UK Driving Licence (if not used in Group A, and excluding provisional licence); or
- EEA member state identity card (if it carries the address, and not used in Group A).

Group C – The following document can be used as Proof of Name Change (in addition to Group A and B, if applicable):

- Marriage Certificate;
- Deed Poll letter (change of name); or
- Decree Absolute (divorce letter)

You must send us the requested documents to allow us to verify you. If we are not able to successfully verify you, your account will be suspended. We may have to cancel your Direct Debit subscriptions, refund any ticket purchases and void any winnings.

If we subsequently discover that you were not, or are no longer, eligible to open a Player Account, we reserve the right to suspend or terminate that Player Account.

- 6.5. Deposits and withdrawals can only be made via your Registered Payment Method. If your Registered Payment Method is a jointly owned bank account, you accept that all payments that we make to you from your Player Account will be paid to that joint account. If you change your Registered Payment Method or bank account, we may need to perform further checks to verify the ownership of the new Registered Payment Method or bank account before accepting it, and we reserve the right to do so.
- 6.6. If you tell your bank or building society that your Registered Payment Method has been used, without your authorisation, to make a payment into your Player Account, and they ask us to return the payment

to your Registered Payment Method, we will suspend your Player Account and investigate the matter. If we have to return a payment to your Registered Payment Method under this clause, and doing so would cause the balance on your Player Account to fall below zero, we will seek to recover the debt from you.

- 6.7. If you set up a Direct Debit, you will be bound by the terms of the Direct Debit Scheme and the Direct Debit Guarantee Scheme.
- 6.8. If you are a Subscription Player, we must receive payment for a Ticket before the Jackpot Draw. This means that if a Direct Debit is recalled or rejected by your bank, any ticket associated with the failed payment will be withdrawn from the applicable Lottery Draw and will not be eligible for any Prizes in any subsequent Lottery Draw associated with that ticket. If we have to return a payment to your Registered Payment Method under this clause, and doing so would cause the balance on your Player Account to fall below zero, we will seek to recover the debt from you.
- 6.9. The balance in your account consists of the following categories:
  - 6.9.1. Bonus – this refers to promotional bonuses we offered to you which may be used to purchase tickets. Withdrawal of Bonus Funds is not permitted. Bonus funds are paid by MBC ELM LTD. These could be awarded to get you into the game before you have a subscription balance or to cover any system or banking error. Bonus funds may expire if not used for the purpose they were awarded.
  - 6.9.2. Subscription Funds – this refers to funds collected from your bank account via Direct Debit. These funds are ring-fenced and can only be used by the system to purchase tickets.

For your current balance, please contact Customer Service.

- 6.10. We will also apply payments from your account in a particular order. When you hold Bonus Funds in your account, these are spent first. After that, we take payments from any Funds in the 'subscription' balance.
- 6.11. Where, for technical or system reasons your subscription balance would inadvertently become negative in a month for which a successful payment has been received, we may at our discretion award bonus funds to allow purchase of ticket(s). Any such bonus would be paid by MBC ELM LTD. As we normally receive your payment for the next month in advance, this is automatically added to your subscription balance and may be used to cover any shortfall at the end of each current month.
- 6.12. You can cancel your The Scotto subscription at any time. Upon receiving your cancellation, we will play out any remaining subscription balance in your account. Any final winnings will be paid to your registered bank account. If there is a subscription balance of over £5 remaining after your subscription is cancelled and all remaining tickets have been purchased, this will be returned to your last known payment method. Please contact us for payment of any remaining balance of under £5.
- 6.13. If you wish to suspend or delete a Direct Debit subscription, you can do so by contacting us or your Bank. All Lottery Ticket(s) purchased and all subscription payment(s) collected before you suspend or delete your Direct Debit subscription will remain valid. The system will continue to purchase tickets according to your subscription(s) until all subscription funds previously collected are exhausted. We will stop collecting Direct Debit payments at this point, and you will not be entered into any subsequent Lottery Draws
- 6.14. If your Direct Debit collection is rejected by the Bank and/or we do not receive the funds for whatever reason, then we will not enter you into draws until such times a payment has been received. In most cases, this will mean you will re-enter the draws after successful payment in the following calendar month.

- 6.15. We will not enter you into daily prize draws if your subscription balance is £0 following a cancelled or rejected subscription payment until further funds have been received
- 6.16. If you win a Prize, we will do one of the following:
  - 6.16.1.1. prize money of £2,000 and under will be paid into your bank account automatically,
  - 6.16.1.2. prize money of over £2,000 will be paid into your bank account after a successful due diligence verification (for which you may be required to send us a copy of the documents in clause 6.4).

## 7. CAN I CHANGE MY MIND?

- 7.1. We will only allow cancellation of a Ticket under exceptional circumstances (such as self-exclusion after you have bought a Ticket, or if some material features of the Lottery are changed). Except in the case of self-exclusion, any cancellation or reversal will need to be completed at least 72 hours before the Lottery Draw for the relevant Lottery.
- 7.2. If you bought a Ticket in advance of a Lottery Draw that is then subject to change(s) in these terms and conditions, but prior to us notifying you of the change(s), you may request a refund of your latest The Scotto subscription payment. You must send us an email request for refund from your registered email address at least 72 hours in advance of the affected Lottery Draw(s), subject to the limitations stated in clause 10. You acknowledge that if we accept your application for a refund, we will withdraw your ticket(s) from the applicable Lottery Draw and you will not be eligible for any Prizes in any subsequent Lottery Draw(s) associated with your subscription.

## THE LOTTERY DRAW, IRAFFLES AND PRIZES

### 8. THE LOTTERY DRAW

- 8.1. You will enter our Lottery Draws by buying an The Scotto Subscription on our website or by phoning Customer Service. Scotto Tickets cost £10 per entry, payable monthly in advance.
- 8.2. Your numbers will be chosen for you when signing up for your The Scotto subscription. If you wish to change these, please call Customer Services.
- 8.3. You may purchase a Scotto Subscription up to the date and time shown on our website. Whilst we will try to ensure that the date and time is consistent from month to month, there may be exceptional circumstances when we have to change a cut-off date. It is your responsibility to ensure you buy your Subscription in plenty of time and we will not be responsible for loss of opportunity to enter a Jackpot Draw.
- 8.4. We will display the name of the participating Charity that will benefit from any particular Lottery Draw on our website. We may also display the name(s) of the ultimate benefactors of the money for good causes which will be distributed by the charity
- 8.5. We reserve the right to hold the Jackpot Draw on an alternative date if the normal Jackpot Draw date falls on a Bank Holiday. We will notify any subscriber of the affected draw via email. Any such change will also be posted on our website. We also reserve the right to re-schedule or cancel the Lottery Draw, or if the normal Lottery Draw date falls on any other day we deem, in our absolute discretion, unsuitable for holding a Lottery Draw.
- 8.6. We will publish the results of each Lottery Draw on our website. We will automatically notify online Players via their registered email address if they have won a Prize.
- 8.7. In the Jackpot Lottery Draw, 5 Winning Numbers will be drawn at random by the Ball Machine or RNG.

- 8.8. You may only claim one Prize in respect of each Line per Draw.
- 8.9. From time to time, we may, at our absolute discretion, increase the prize amount for a Lottery Draw (up to the limit permitted by law), which will be announced on our website ahead of the draw. Under the Gambling Act 2005, no winner is entitled to receive more than £25,000 or 10% of total Ticket sales for any one winning line, whichever is greater, subject to a maximum permitted by law.
- 8.10. The Lottery Draw will be conducted by MBC ELM Limited, who will record the Winning Numbers and Bonus Number. If MBC ELM Limited observes or suspects any irregularity or failure in the procedure, the Lottery Draw will be stopped, declared null and void, and a new Lottery Draw will take place.
- 8.11. We will use a ball machine or a software Random Number Generator (RNG) to generate the winning numbers for the Lottery Draws.
- 8.12. Subject to this clause 8, The Prize paid to the holders of Tickets with Winning Numbers for the Jackpot Draw will be £25,000 (subject to capping if applicable)
- 8.12.1 If more than two customers match the Jackpot Draw winning number the prize will be split between all winners.
- 8.12.2 The chance of winning the Jackpot Draw from any one line is 1 in 1,906,884
- 8.12.3 In addition to the Jackpot Draw, MBC ELM at its discretion may offer free to enter daily prizes for subscribers with the maximum prize in any one day of £1,000.

## PRIZES

### Jackpot Draws - win up to £25,000

- 8.13. The Scotto pays a potential Jackpot prize on the last Friday each month of £25,000 if your 5 numbers match those drawn by our system. The chance of winning the Jackpot prize is 1 in 1,906,884.

### Daily Draws – win up to £1,000

- 8.14. We will advertise on our website prizes for The Scotto players which will be a minimum of £10 up to a maximum of £1,000. These prizes are guaranteed to be won by a player at random and your chance of winning a prize is dependant on the number of lines and players in each draw
- 8.15. We may change the Prize sums paid to Players where we are required to do so by law, regulation or if the Gambling Commission tells us to do so. We will endeavour to notify you if it is possible and permitted by the authorities.
- 8.16. Prizes will be rounded up to the nearest pound if required.
- 8.17. On subscribing, you will automatically be entered into the next available Daily Draw. MBC ELM will pay for any Daily Draw until we receive your subscription payment.

## 9. WHAT HAPPENS IF I WIN?

- 9.1. For online customers:



- 9.1.1. winnings up to £2,000 in the Jackpot Draw or Free to Enter Daily Prizes will be automatically paid into your bank account within 7 days.
- 9.1.2. If your winnings are more than £2,000, we will request documentation from you (as stated in clause 6.4) in order to perform due diligence verification, and when satisfactory, we will make a payment into your bank account.
- 9.2. Where we pay a Prize to an Excluded Person, or otherwise pay a Prize in error, the Prize or any payment made in error must be returned immediately to us.
- 9.3. We will use our reasonable endeavours to make the Prize payment to you within fourteen days of receiving the requested documentations from you in order to perform due diligence verification. You must claim a Prize no later than 6pm on the 180<sup>th</sup> day after the date of the relevant Lottery Draw. If you don't claim a Prize within this period, it will be forfeited, and the Prize will be returned to the relevant Charity for distribution to its Good Causes.
- 9.4. If you win a Prize, it is your responsibility to pay any and all taxes due in respect of that Prize.

## 10. LIMITATION OF OUR LIABILITY AND RESERVATION OF RIGHTS

- 10.1. Subject to clause 10.2, our liability to you shall be limited to the amount of any Prize or refund that you may have become entitled to under these terms and conditions. We shall not be liable for any loss other than our failure to pay out a Prize or a refund you are entitled to. In particular, neither we nor any Charity shall be liable to you for any loss or damage you suffer because of:
  - 10.1.1. any failures, errors or delays in our Computer System, any postal services, or electronic banking services used by us or you from time to time;
  - 10.1.2. incorrect or misuse of our website, mobile site, mobile application, or customer service centre;
  - 10.1.3. retailer error, or incorrect or misuse of any retail terminal;
  - 10.1.4. any event that is beyond our, or the Charities' reasonable control (such as fire, flood, power failure, war, failure of telecommunications services or act of government);
  - 10.1.5. your failure to meet your obligations;
  - 10.1.6. your entry into the Lottery, or any act, omission or event that prevents you from entering the Lottery;
  - 10.1.7. the withdrawal or cancellation of a Lottery;
  - 10.1.8. your failure to keep your contact details updated;
  - 10.1.9. a negligent act or omission by you.
- 10.2. Nothing in these terms and conditions shall exclude or limit our liability:
  - 10.2.1. for death or personal injury resulting from our negligence; or
  - 10.2.2. for fraud or fraudulent misrepresentation; or

- 10.2.3. where it can't be excluded or limited by law.
- 10.3. We are not liable in contract, delict or tort (including but not limited to negligence), or otherwise in connection with the Lottery for:
- 10.3.1. loss of profits, business or anticipated savings or loss of data;
- 10.3.2. any special or indirect or consequential losses; or
- 10.3.3. any loss of goodwill or reputation.
- 10.4. By requesting self-exclusion, you are entering an agreement with us. If you breach the self-exclusion agreement by circumventing our measures to stop you from purchasing tickets online or at our retail locations, we shall not be liable to you or any third party in respect of any breach by you of that agreement giving rise to loss, and we are under no obligation to compensate any loss or damage caused by your action or breach, or to return any deposits, winnings, or other funds in respect of your action or your breach.
- 10.5. We exclude all warranties, conditions and guarantees relating to the Lottery, whether express or implied by law, to the maximum extent permitted by law.
- 10.6. The Lottery is provided on an "as is" and "as available" basis and we make no representations or endorsements of any kind. We do not guarantee that our website, telephone system, broadcast or live transmission of the Lottery Draw will be uninterrupted or error-free. If we need to carry out maintenance work to upgrade or update our Computer System, we may need to suspend the provision of the Lottery.
- 10.7. We reserve the right to suspend or close a Player Account, or refuse to set up a Player Account. We also reserve the right to refuse selling tickets to someone at our retail locations. This is at our absolute discretion and we do not have to disclose our reasons. If we close your Player Account, we will return all monies held in the account to the Registered Payment Method within seven (7) working days, unless clause 13.6 applies.
- 10.8. If you visit any websites via hyperlinks provided on our website, all transactions made on those websites are conducted entirely at your own risk.
- 11. Responsible Gambling**
- 11.1. At The Scotto, we provide you with a variety of facilities to help you stay in control and play responsibly.
- 11.2. To self-exclude from The Scotto, please contact our Customer Service team on 0330 123 3952.
- 11.3. The use of these facilities involves a joint commitment between you and us. We will take all reasonable steps to prevent you from gambling beyond any limits or restrictions that are set within your account. At the same time, you must not attempt to circumvent those limits or restrictions. We shall not be liable to any damages caused by your circumvention, or to return any deposits, winnings, or other funds in respect of such activity.
- 11.4. After self-excluding from any of our sites, we also advise that you self-exclude from any other gambling operators where you hold accounts. Also, there is website filtering software to prevent you from accessing gambling websites from your personal computer. These include: [GamBlock](#), [Net Nanny](#), [Optenet PC](#), [Betfilter](#), [Gamstop](#).
- 11.5. We may also impose online operator exclusion, time-out, deposit and spending limits if we think it is necessary to help you stay in control. If we do this, we will tell you what and when measures are put into place.
- 11.6. To further support responsible gambling, Customers are restricted to a maximum of 5 Lines when playing The Scotto – see rule 4.24

## 12. MAKING A COMPLAINT

- 12.1. If you have a complaint or if you are unhappy about any aspect of the Lottery, or if you want a copy of our complaints procedure you should contact our Customer Service team.
- 12.2. If you are not satisfied with the proposed resolution of a complaint through our complaints procedure, then if the dispute meets the criteria detailed in the Gambling Commission's Code of Practice, you may be able to refer your complaint to an independent adjudicator for further investigation and review. This independent adjudicator is called the Independent Betting Adjudication Service (IBAS) and specialises in the resolution of gaming disputes. They will consider your complaint totally impartially and we are bound by their decision. Complaints/disputes can be pursued with IBAS for up to 12 months following the date at which all attempts to resolve the dispute with us has failed. IBAS contact details are as follows:

Independent Betting Adjudication Service, PO Box 62639, London, EC3P 3AS  
Telephone: 020 7347 5883  
E mail: [adjudication@ibas-uk.co.uk](mailto:adjudication@ibas-uk.co.uk)  
Website: [www.ibas-uk.com](http://www.ibas-uk.com)

## 13. GENERAL

- 13.1. Scots law applies to these terms and conditions, and the Scottish courts will decide the outcome of any litigation arising between you and us.
- 13.2. All intellectual property rights generated from the operation of the Lottery shall belong to us or our licensors. Copyright, trademarks and other intellectual property rights, including without limitation, copyright, trademarks, the underlying software, the design, graphics, layout, look and feel and structure of our website and social media sites or on other promotional material for the Lottery, database rights, design rights, domain names and rights to goodwill and/or to sue for passing off, belong to us or our licensors. You are permitted to use this material and content only as expressly authorised by us or our licensors. You agree to take all steps (at our cost) to vest in us any intellectual property that you create in the course of entering the Lottery, or posting material on our website or social media sites.
- 13.3. You acknowledge and agree that the material and content contained within our website is made available for your personal, non-commercial use. You are not permitted any other use of such material and content. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, tamper with or create derivative works of such material and content.
- 13.4. We will store, manage and use all information you provide to us for the purposes of the Lottery in accordance with current Data Protection legislation and also with the privacy policy posted on our website ([www.thescottoy.com](http://www.thescottoy.com)). Our privacy policy forms part of these terms and conditions.
- 13.5. If you wish to be removed from our online mailing list, you should
  - 13.5.1. click on the unsubscribe link shown on all our e-mails, or
  - 13.5.2. contact our Customer Service team
- 13.6. If you do not transact on your Player Account for a period of twelve months, your Player Account will be classed as dormant. We will e-mail you if your Player Account is likely to become dormant to tell you what you need to do in order to prevent this happening. If you take no action following the period specified in our correspondence with you, we reserve the right to close your Player Account.

- 13.7. You acknowledge that we may want to carry out publicity activity relating to Players and Prizes. Unless we are required to do so by law, we will only disclose information about you or your Prize with your consent (or in the case of a syndicate, the consent of each Player).
- 13.8. We may terminate, vary or suspend the provision of the Lottery, or access to your Player Account without prior notice:
- 13.8.1. on breach of these Terms and Conditions or the relevant Lottery rules; or
  - 13.8.2. if we stop managing the Lottery;
  - 13.8.3. where we are required by law to do so; or
  - 13.8.4. for any other reason at our sole discretion (always acting reasonably).
- 13.9. On termination of your Player Account or the Lottery, we will return your Funds to your Registered Payment Method.
- 13.10. The Charities may change from time to time. It is our responsibility to add charities to The Scotto, or to remove charities from it. We will always tell you if the Charities change.
- 13.11. It is your responsibility to ensure that the information you give us when you register to play the Lottery is kept up to date.

#### **14 WHAT HAPPENS TO MY MONEY IN THE EVENT OF INSOLVENCY?**

14. 1 The Gambling Commission requires us to tell you what happens to Customer Funds, and the extent to which those Funds are protected in the event of our insolvency. Customer Funds (both monies deposited by Players or reflected in their Account Balance as a result of Prizes paid to Players) are kept in accounts separate from business accounts; and arrangements have been made to ensure assets in the customer accounts are distributed to customers in the event of insolvency. This corresponds to a 'medium' level of protection as defined by the Gambling Commission. You can get more information from the Gambling Commission's website at <https://www.gamblingcommission.gov.uk/for-the-public/Your-rights/Protection-of-customer-funds.aspx>

## Guaranteed Win

By entering this promotion, you agree to be bound by the following Terms and Conditions.

1. The promotion is available to customers aged 18 years and over, who are resident in Great Britain and subscribe to play The Scotto using a promotional link provided within the promotional period.
2. Customers defined as an 'excluded person' as per The Scotto Terms and Conditions will not be able to enter this promotion.
3. The promotion will start at 00:00 on 17th May 2023 and end at 23:59 on 31st December 2024 (the "Promotion Period").
4. All customers who subscribe to play The Scotto within the Promotion Period will be guaranteed to win a prize within their first 12 months of play.
5. If customers do not win a daily prize within 12 months of playing The Scotto, they will be paid a guaranteed prize of at least £10 that will be funded by MBC ELM Limited.
6. If the customer cancels their subscription before 12 months, their subscription will end immediately, and they will not be entitled to a guaranteed prize. To cancel, customers must contact our Customer Service team.
7. One guaranteed prize per qualifying customer only.
8. Entries that do not comply with these Terms and Conditions will not be valid.
9. The Promoter shall have no liability for any system failure or other action or event that prevents a Player from entering the promotion.
10. The Promoter reserves the right to cancel this promotion or to vary the promotion or these Terms and Conditions at any time by giving notice on our website.
11. This promotion does not form part of The Scotto Draw. It is a free promotion funded by the MBC ELM Limited.
12. The Promoter: MBC ELM Limited on behalf of The Scotto.

## The Scotto and Original 106 "Double Your Winnings" Promotion Terms & Conditions

By entering this promotion, you agree to be bound by the following Terms and Conditions.

1. The promotion is available to customers aged 18 years and over, who are resident in Great Britain and subscribe to play The Scotto.
2. Customers defined as an 'excluded person' as per The Scotto Terms and Conditions will not be able to enter this promotion.
3. The promotion will start at 00:00 on 13th November 2023 and end at 23:59 on 4th February 2024 (the "Promotion Period").
4. All subscription customers of The Scotto who win a daily cash prize within the Promotion Period are eligible to double their winnings by quoting the phrase "Double my winnings" or any other promotional phrase heard on Original 106 Breakfast Show.
5. The original value of The Scotto daily cash prize won by the customer will be matched and funded by MBC ELM Limited.
6. Jackpot prizes are excluded from the promotion and the amount of any double winnings bonus is limited to £1,000 per player.
7. Bonus Prizes must be claimed within 7 days following the win of your original prize. Bonus prizes will be paid within 28 days of a claim.
8. You can claim by calling us on 0330 1233952 or emailing us at [help@thescotto.com](mailto:help@thescotto.com) quoting your name, address, date of birth, prize won and promotional phrase.
9. Entries that do not comply with these Terms and Conditions will not be valid.
10. The Promoter shall have no liability for any system failure or other action or event that prevents a Player from entering the promotion.
11. The Promoter reserves the right to cancel this promotion or to vary the promotion or these Terms and Conditions at any time by giving notice on our website.
12. This promotion does not form part of The Scotto Draw. It is a free promotion funded by the MBC ELM Limited.
13. The Promoter: MBC ELM Limited on behalf of The Scotto.