

# Premier 10

## The Premier 10 Pool Rules The Rules - Effective 13th August 2011

### 1. DEFINITIONS

#### Collector

A person or third party permitted by TFP to submit Entries on behalf of the Customer, including all sub-collectors, main collectors, concessionaires and any other person or third party concerned with the collection and delivery to TFP of Entries (all such persons being the agent of the Customer, not TFP).

#### Game

Each Premier 10 Game that is operated by TFP.

#### Game Date

- (a) The weekend dates specified on the Means of Entry (Saturday, Sunday and Monday); or
- (b) The midweek dates specified on the Means of Entry (specific Bank Holidays or Tuesday, Wednesday and Thursday).

#### Customer

Any person aged 16 years or older, group, partnership or syndicate of persons aged 16 years or older who places an Entry, or, where an Entry is placed via a licensed betting shop or the internet, any person aged 18 years or older.

#### Datum Time

The earliest Game Date and earliest kick-off time on that day of any Match on the Match Listing.

#### Entry

A bet made via a Means of Entry (whether directly or submitted via a Collector) that is accompanied by the appropriate Stake and is accepted by TFP.

#### Full Stake per Line

The Full Stake per Line is £1 Sterling.

#### Line

The prediction of a single Result (home win, draw or away win) for each Match on the Match Listing.

#### Match

A football match listed on the Match Listing.

#### Match Listing

Each list of 10 Matches on which TFP bases this Game as published by TFP on the Means of Entry.

#### Means of Entry

By telephone, via a Collector, by electronic or digital communication, the Internet or such other means of transmission and receipt as TFP chooses to accept from time to time. Please note that some Means of Entry e.g. licensed betting shops and the Internet may have a higher minimum

age of Entry than others.

#### Pool

The total Stakes received from Customers from all Entries in respect of a particular Match Listing.

#### Pools Panel

A group of experts appointed by TFP to determine the Result of Matches.

#### Prizes

The prizes in respect of which Winnings are paid, as set out in paragraph 6 below.

#### Result

The outcome (home win, draw or away win) of a Match at the end of full time or at the time of abandonment, as set out in paragraph 8 below (if applicable) or as otherwise determined by the decision of the Pools Panel.

#### Stake

The total sum paid by the Customer to TFP in respect of their Entry.

#### The Football Pools ("TFP")

The trade name of The Football Pools Limited.

#### Void Match

Means any Match declared void pursuant to paragraph 8 below and all Customer predictions for a Void Match will be deemed to be a correctly predicted Result.

#### Website

The website currently located at [www.footballpools.com](http://www.footballpools.com)

#### Winnings

The sum of money for a particular Match Listing calculated according to the relevant dividend(s) that is paid to a Customer whose Entry entitles that Customer to a share of the relevant Prize fund.

### 2. GENERAL

1. The parties to these Rules are the Customer and TFP. The Laws of England including the Gambling Act 2005 apply to these Rules and to all Games conducted under them. If a Customer wishes to take court proceedings against TFP, the Customer must do so within the United Kingdom. If the Customer lives in England or Wales the laws of England and Wales shall apply and if the Customer lives in Scotland, Scottish law shall apply.

2. No one under the age of 16 years (or 18 years depending on the chosen Means of Entry) is allowed

to place an Entry with TFP or enter the Game. TFP reserves the right to use such checks as it may deem appropriate on a random or selective basis at any time to verify age. If age cannot be verified, or a participant is found to be under-age, then an Entry will be declared void and the Stake returned to the person who submitted that Entry. Payment of Winnings will at all times be subject to verification of age and may be suspended until such time as TFP is satisfied that the person who submitted the Entry to which such Winnings relate is 16 years of age or older (or 18 years depending on the Means of Entry).

**3.** These Rules govern the relationship between TFP and the Customer in the Game, irrespective of their Means of Entry. If any of these Rules shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Rules, which shall remain in full force and effect.

**4.** The Customer must ensure compliance with any laws that apply in the jurisdiction in which they reside (or otherwise from where they participate in the Game) and are responsible for ensuring that their participation in the Game is lawful from such jurisdiction. In any event TFP will not accept Entries from any person located in the USA. The Customer is also responsible for the payment of any tax or levy raised in any jurisdiction on Winnings awarded to them.

**5.** In any TFP Game played on the Internet, via interactive television, cable, satellite or other similar means of presentation, the server or service provider is not a Collector or agent of any Customer or for the avoidance of doubt, TFP, but only a conduit for the Customer's Entries. Any server or service provider shall not be liable for any loss caused by failure to deliver an Entry, save where such loss is caused by its own and its agent's and/or sub-contractor's wrongful or negligent acts or omissions.

**6.** TFP will not be held responsible for any incomplete, illegible, lost or delayed Entries (including where Entries are lost or delayed as a result of technical failure). TFP will also not be held responsible for any loss or corruption of data in transit or any damage or problems caused to any telephone or computer equipment, howsoever arising, as a result of any Customer's participation in the Game or downloading any information from the Website.

**7.** TFP from time to time may make offers to existing or prospective Customers by way of promotions, Games, lottery games, bonuses, free entries and by way of free to enter or paying routes to prospective Customers. TFP reserves the right to offer (and to withdraw or amend such offers) any such items to any group or groups of

existing or prospective Customers at any time.

**8.** TFP reserves the right to amend these Rules without notice and/or suspend the Game and/or the payment of Winnings (including by implementing the provisions of paragraph 5.8, 5.10 and 8.7) in the event of war, earthquake, catastrophe, strikes or the occurrence of any other event beyond its reasonable control.

**9.** TFP agrees to comply with the provisions of the Data Protection Act 1998. By providing an Entry to the Game, the Customer agrees to the way in which TFP processes their personal information. TFP processes information about the Customer in line with the privacy policy found on the Website, a copy of which shall be provided to the Customer upon request to TFP. Any query regarding personal data should be directed to TFP using the contact details set out at the end of these Rules.

**10.** The Customer should read all Entry or other instructions published from time to time by TFP as part of these Rules. Any additional special terms, conditions or instructions which post-date these Rules will be set out on the specific TFP Means of Entry or will be notified to the Customer by advertisement or otherwise, and should be read in conjunction with, and as part of these Rules

**11.** Despite every effort to ensure complete accuracy, TFP cannot be held responsible for any typing, human or obvious error which leads to any errors or omissions, including the publishing of estimated prize funds and pools, announcing of dividends or results, other than those intended, or bets being taken which contravene TFP's rules. If any bet is taken in relation to such an error it shall be accepted on the basis of the corrected information. If an error is noticed prior to the start of a game TFP shall endeavour to contact the Customer to allow the choice of cancelling the bet by mutual consent prior to the event beginning, otherwise the bet will stand based on the corrected information.

### **3. THE GAME**

The Game is based on Lines, which are formulated from the Customer's predictions (home win, draw or away win) for the 10 Matches on the Match Listing and therefore which Lines apply in determining whether or not the Customer has won.

### **4. MAKING ENTRIES**

**1.** TFP offers a range of Means of Entry. The Customer is not permitted to call at TFP premises to deliver their Entries. In areas where TFP permit Collectors to collect Entries, the Customer may choose to hand their Entry to the Collector. Where an Entry is submitted via a Collector the Customer must also pay the Collector the amount required to cover the Stake for that Entry. Collectors are the agent of

the Customer and not an agent of TFP. With this in mind, TFP shall not be liable for any failure by a Collector to submit Entries by the relevant Datum Time and if a Collector fails to submit Entries within such time the Customer's sole recourse shall be to the relevant Collector. Cheques and Postal Orders must be made payable to The Football Pools or as otherwise stated on the particular Means of Entry. Customers who enter by any other Means of Entry, must make payment for their Entry by a credit or a debit card accepted by TFP, or in any other way agreed by TFP at its discretion.

**2.** TFP may (at its discretion) accept Entries where the Stake has been calculated at more or less than the Full Stake per Line save that any Winnings paid in respect of such Entries shall be calculated in proportion to the Full Stake per Line subject to paragraph 5.4.

**3.** Where an Entry is made in a currency other than pounds sterling, the Collector is responsible for the currency conversion to pounds sterling at an exchange rate in accordance with their own procedures. The Entry Stake is accepted in pounds sterling in proportion to the Full Stake per Line. Winnings paid in respect of such Entries shall be calculated in proportion to the Full Stake per Line subject to paragraph 5.4.

**4.** Submission of an Entry will not be proof of receipt by TFP. Also, proof of posting, any electronic receipt or acceptance of Stake shall not constitute proof of delivery or receipt of an Entry by TFP. To constitute an accepted Entry, such Entry (and the predictions made for that Entry) must be:

- i. Recorded on TFP central computer system (for which purpose does not include being recorded on a Collector's own computer system) by Datum Time

or

- ii. Received at TFP premises in Liverpool by Datum Time.

Any Entry received after Datum Time will not be accepted by TFP and will be invalid.

**5.** Where the Means of Entry is in writing predictions must be made in blue or black ballpoint pen.

**6.** TFP reserves the right to record for security or training purposes, any Entry made by telephone and any such recording will remain the property of TFP.

**7.** The Customer must ensure that their Entry contains no ambiguity or difficulty in interpretation so that:

- i. It is clear to TFP before the Game Date how many Lines are entered;

and

- ii. It is clear to TFP after the Results of the Matches on the Match Listing are known, which and how many Lines in that Entry are winners.

**8.** TFP reserves the right not to accept Entries that are illegible, incomplete or cannot be checked

reasonably easily for winning Lines or those that require extraordinary processing by TFP regardless of whether an Entry is mathematically correct.

**9.** Any Entry which is not made in accordance with these Rules will be invalid unless TFP agrees otherwise in respect of the particular Entry.

**10.** For the avoidance of doubt, TFP is under no responsibility and accepts no liability of any kind whatsoever for an Entry (however submitted) or Stakes associated with an Entry until the same are received and accepted by TFP in accordance with these Rules.

**11.** The Customer acknowledges and agrees that TFP shall not be under any obligation or responsibility to notify the Customer of an Entry that is invalid or void under these Rules.

## **5. DIVISION OF POOLS**

**1.** In accordance with the Gambling Act 2005, the total Prize fund for the Pool will be the total amount of the Stakes entered in the Pool, less:

- i. Pool betting duty and/or any other taxes, duties or statutory deductions thereon;
- and
- ii. Such percentage as may be determined by TFP, published retrospectively online at [www.footballpools.com](http://www.footballpools.com) to cover commission and expenses.

**2.** The percentage of the Pool allocated to each Prize level shall be determined by TFP. All dividends declared are subject to rescrutiny

**3.** Each Prize fund is divided amongst all winning Lines at that Prize level in proportion to the Stakes paid for each winning line (save in relation to free offers where Stakes shall be deemed to be the full amount that would have been paid if the relevant Entry had not been made on the basis of the free offer).

**4.** TFP will declare the dividend payable in respect of the Pool for each of the Prizes by reference to the Full Stake per Line. TFP will publish details of the dividend payable on the Website. If TFP accepts a Stake per Line which is more or less than the Full Stake per Line for whatever reason and that Entry has a winning Line, the dividend payable to that Customer will differ from the published dividend declared by TFP. TFP will calculate such alternative dividend by multiplying the declared dividend by the ratio of the actual Stake per Line paid in respect of the winning Entry to the Full Stake per Line.

**5.** Winners with 9 or 10 correctly predicted Results (i.e. home win, draw or away win) will receive the declared winning amount for 9 or 10 correctly predicted Results respectively as shown on TFP Results page on the Website for the relevant Game Date subject to paragraph 5.4 above.

**6.** If there is no winner with 9 correctly predicted Results the Prize fund for this level will be added to

the Prize fund for 10 correctly predicted Results. If there is no winner with 10 correctly predicted Results the Prize fund at this level will be rolled over to the next Premier 10 1st Prize fund.

**7.** If the total value of the Stakes for the winning lines at any level is less than the Full Stake per Line, the proportionate remainder of the Prize fund at that level is distributed as in paragraph 5.6.

**8.** If any dividend is less than £2, TFP may decide for administrative reasons that the relevant dividend (and any subsequent Winnings) should not be paid and the Prize fund for this level will be added to the remaining Prize fund. If the Prize for 10 correct is less than £2 and is not to be paid, the Game will be declared void (in which case all relevant Stakes will be refunded or, where possible, applied in full or in part to the Customer's next Entry(ies)).

**9.** If TFP discover more winners after a declared dividend has been paid, TFP will still pay Winnings to such persons, save that TFP shall pay to such persons the Winnings to which they would have been entitled if their winning Entry (together with all other post-declared dividend payout winning Entries) had been included at the time at which the declared dividend was paid (i.e. according to an amended dividend to that which was originally declared).

**10.** If in the opinion of TFP it is not possible to administrate and distribute the Pool within a reasonable time due to circumstances beyond TFP's reasonable control, TFP may decide to declare the Pool void (in which case all relevant Stakes will be refunded or, where possible, applied in full or in part to the Customer's next Entry(ies)).

## **6. PRIZES**

**1.** There are two Prizes:

1st (10 correctly predicted Results)

2nd (9 correctly predicted Results)

**2.** Each Line can only qualify for one Prize.

**3.** The estimated Pool size, Prize fund, jackpot and Prize breakdown levels displayed on the Website relating to Premier 10 are only estimates. Actual Pool size and Prize funds will be determined once all Entries have been accepted by TFP and Prizes will be determined once the actual number of winning Entries is verified.

## **7. WINNINGS**

**1.** TFP will usually pay Winnings without the Customer needing to claim. However if an Entry is submitted through an authorised remote terminal system which issues a printout with the details of the predictions, any Winnings will be paid only as follows, unless TFP notifies the Customer otherwise:

i. An authorised outlet will pay the Winnings to whoever presents the winning printout if they are within the limits TFP has previously agreed with that outlet and subject to TFP's standard validation process; or

ii. If the Winnings are above the limits TFP has previously agreed with the outlet, TFP will pay Winnings upon receipt of a completed claim form from the Customer as issued by an authorised outlet or the original printout.

**2.** Under normal circumstances (and save as set out above) TFP will endeavour to pay Winnings no later than seven days following the date of the last Match played.

**3.** If at any time a Customer owes any sum to TFP for any reason whatsoever, TFP shall have the right to set-off such sum against any Winnings due to that Customer.

**4.** Any query regarding Winnings should be made within six weeks from the relevant Game Date to which such query relates and directed to TFP using the contact details set out at the end of these Rules.

## **8. MATTERS AFFECTING THE GAME**

**1.** The team on the left of the Match Listing will be deemed to be the home team and the team on the right the away team. A Match will stand as shown on a Match Listing even if:

- i. It is actually played on a neutral ground; or
- ii. The venue of the Match is reversed.

**2.** If a Match is abandoned TFP will use the score at the time when it is abandoned as the final Result.

**3.** TFP does not consider extra time as part of the Match and the score at the end of normal play is taken as the final Result.

**4.** A Match played on the Game Date between a team printed on the left of the Match Listing and a team printed against it on the right of the Match Listing will stand as printed no matter what type of game it is or under whose jurisdiction it is played, unless it is determined to be a Void Match in accordance with paragraph 8.5, 8.6 or 8.8 below.

**5.** If in any Match two teams are printed as alternatives in either the left and/or right of the Match Listing, this will mean that the relevant team will be decided by the outcome of a football game played before the Game Date. This will become a Void Match if the relevant team is not decided before that Game Date.

**6.** If any Match listed on the Match Listing is not played within 72 hours following the Game Datum Time, the Pools Panel will meet to agree a notional Result in respect of such Match, except in the following circumstances (where the relevant Match will be declared to be a Void Match):

- i. Any Match completed before the Game Date;
- ii. Any Match, which because of exceptional circumstances TFP have formally notified the media is one on which the Pools Panel will not determine a notional Result;
- iii. Any Match declared to be a Void Match under 8.5 above.



**7.** TFP reserves the right to declare a Game as void if TFP considers (acting reasonably) that not enough Matches are played on the Game Date to declare a dividend (in which case all Stakes will be refunded or, where possible, applied in full or in part to the Customer's next Entry(ies)).

**8.** TFP reserves the right to withhold Winnings and/or to declare any individual Entry or Game void, or any individual Match to be a Void Match if TFP reasonably believes that:

- i. The integrity of a Match has been called into question;
- ii. The Pool has or may have been manipulated or its integrity has otherwise been called into question; and/or
- iii. Match-rigging has or may have taken place.

Such belief may be based on the size, volume or pattern of Entries placed across any or all Means of Entry or any announcement, investigation, instruction or decision made by any competent authority, sports body or other relevant authority or body. As well as accepting our privacy policy generally, the Customer acknowledges that TFP is entitled to share information (which may include Customer personal information and betting history) with regulators, sports bodies and other authorised bodies (including the police) for the purpose of investigating fraud, suspicious betting activities, money laundering or sports integrity issues.

## **9. DISQUALIFIED ENTRIES**

**1.** For the avoidance of doubt, TFP has total discretion to refuse to accept or to disqualify an Entry if in TFP's opinion such Entry:-

- i. Is not accompanied by the correct Stake,
  - ii. Is not received and accepted by TFP in accordance with these Rules or the genuineness of the Entry is doubtful,
  - iii. Is sent in by a person under the age required for the particular Means of Entry,
  - iv. Is made by or on behalf of an employee of Sportech PLC group of Companies, or anyone acting in concert with such employee,
  - v. Is not completed with a blue or black ballpoint pen if the Means of Entry is in writing,
  - vi. Is incomplete, incorrectly completed, ambiguous, illegible or indecipherable;
  - vii. Is from whatever cause torn off or damaged;
- or
- viii. It breaches any of these Rules in relation to an Entry.

**2.** Any Stake received in respect of a disqualified Entry will be refunded, or (at TFP's discretion) applied in full or in part to the Customer's next Entry(ies).

**3.** TFP may request that any Winnings paid on

a disqualified Entry to be repaid to TFP and the Customer shall promptly make such repayment.

## **10. DISPUTES**

**1.** If the Customer wishes to make a complaint regarding the Game the Customer should submit their complaint as soon as is reasonably practicable. In the first instance, all claims/disputes should be raised with the TFP Customer Services Department using the contact details set out at the end of these Rules. If there is a dispute arising from these Rules, or otherwise in connection with the Game which cannot be resolved by our Customer Service team, it should be referred, prior to taking any other steps, for adjudication by the Independent Betting Adjudication Service (IBAS). Further information on the IBAS service can be obtained through the IBAS website ([www.ibas-uk.com](http://www.ibas-uk.com)) or by calling 020 7347 5883.

## **11. RULE AMENDMENTS**

Any amendment to these Rules will be notified online at the Website. A Customer's continued participation in the Game following such notification shall be deemed to constitute their acceptance of the amended Rules.

To contact TFP in relation to these Rules or any other matter please phone the telephone number advertised on the Means of Entry, send an email to [help@footballpools.com](mailto:help@footballpools.com) or send a letter to:

The Football Pools, Customer Services Dept,  
Walton House, Charnock Road, Liverpool L67 1AA.