

# e-LUK Terms & Conditions

**Welcome to e-LUK!** We are DTD European Services Limited (“we”, “us”, “our”), a company registered in England and Wales, our address is First Floor Roxburghe House, 273-287 Regent Street, London, W1B 2HA and our company number is 06004362. We provide a EuroMillions syndicate service which enables our members to play the lottery together by buying a number of tickets at a shared cost and splitting any prizes won (our “Service”) as described in these terms and conditions (the “Terms”). e-LUK and our Service are provided for entertainment purposes only.

Please read these Terms carefully. Your membership of e-LUK and use of our Service is subject to these Terms (and to our [Privacy Policy](#)). By becoming a member of e-LUK or otherwise using our Service, you agree to these Terms. If you do not agree to these Terms, you cannot be a member of e-LUK or use our Service.

## HOW THE GAME WORKS

### EuroMillions

EuroMillions is a European lottery, operated in a number of territories within Europe by co-promoters of the EuroMillions game. The EuroMillions lottery shares a collective prize fund, and has a common weekly draw and game mechanic.

Each entry to the EuroMillions lottery is a line of seven numbers, consisting of five main numbers (from 1-50) and two lucky star numbers (from 1-12).

### The syndicate

Once you become an e-LUK member in accordance these Terms we will allocate you to a new syndicate each month (each a “Syndicate”). You will be allocated to each Syndicate for a period of 1 month, starting on the 15<sup>th</sup> day of a month until the 14<sup>th</sup> day of the following month.

Each Syndicate contains up to 150 members, with one line for each member allocated to it. These lines will be played in each week’s EuroMillions’ draw. If there is more than one draw in a week (with each week beginning on a Sunday) we will choose which draw to play the lines in.

### Selection of numbers

You can select your five main numbers (from 1 – 50) when you become an e-LUK member, but if you choose not to we will select them for you (and we may change them from time to time).

You will have the option to change your five main numbers by giving us at least seven days’ notice (in advance of the next Syndicate) by telephone or email and provided that we receive notice of your change within such timescale, such a change will take effect when you are allocated to the next Syndicate. If we don’t receive your request within such timescale the change to your five main numbers will only take effect with the following month’s Syndicate. You should check the emails we send you to make sure your numbers are correct.

Unfortunately you cannot choose your two lucky star numbers (from 1 – 12), they will be selected by us at random.

We will provide you with a list of your Syndicate’s numbers in advance of the Syndicate starting to enable you to share in the enjoyment of the EuroMillions’ lottery experience (although the lines will be purchased in our name and on our own behalf). You acknowledge that the odds of your Syndicate winning the EuroMillions’ lottery are the same as the odds published by the official EuroMillions’ lottery provider.

### Monthly updates

At the end of each Syndicate, we will send you an email containing or linking to a statement of your Syndicate’s performance during the playing period that has just finished and notifying you of your new Syndicate’s numbers for the playing period that has just started. Where your Syndicate wins prize money we will pay the applicable monies to you in accordance with the “**PAYMENTS**” section below.

## MEMBERSHIP FEES

### **Payment of the membership fee**

In order to become an e-LUK member and join a Syndicate as detailed above, you must pay the membership fee on or before the 1<sup>st</sup> day of each month in order to participate in the Syndicate beginning on the 15<sup>th</sup> day of that month. Your membership fee covers the purchase of lottery tickets by us on your behalf and our administrative costs in connection with each Syndicate.

We will deduct your membership fee using your preferred payment method, as indicated by you when you signed up to become an e-LUK member (either by direct debit from your bank account or by regular payment from your credit card). You must ensure that the details you have given us are correct, that you have the permission of any other persons named on the account and inform us if any of your details change.

### **Changes to the membership fee**

We will notify you of your membership fee before you become a member of e-LUK. We will not change your membership fee before you have played at least three Syndicates. After that period, we may increase your membership fee at any time by giving you at least six weeks' written notice. If you are not happy with any changes to membership fees you can cancel your membership in accordance with the "**Cancellation of membership by you and minimum membership period**" section below.

### **Direct debit guarantee**

If you select to pay by direct debit then you have the protection of the direct debit guarantee (please see below for full details). Under this guarantee, you are entitled to an immediate refund from your bank or building society if any error is made in respect of a direct debit payment. This does not affect your obligation to pay your membership fee, and we reserve the right to require payment of your membership fee by other means should any direct debit payment be refunded under the direct debit guarantee.

## **PAYMENTS**

### **Prize money and proceeds**

Following each EuroMillions' draw we will receive, in our own name and on our own behalf, any prize money received on the lines played by your Syndicate. We will calculate the prize money to be paid to each member of your Syndicate by totalling the prize money received for the weekly EuroMillions' draws during the month of the Syndicate and dividing it by the number of members for that Syndicate.

Where we purchase tickets for your Syndicate through EuroMillions' operators outside of the UK, we will always calculate payment of any prize money to you, and the other members of your Syndicate, based on the prize money that would be payable by the UK EuroMillions' operator (currently Camelot Group) as if the tickets were purchased in the UK for the Euromillions jackpot draw, as displayed on [www.national-lottery.co.uk](http://www.national-lottery.co.uk).

**Please note, we are only able to pay prize money which is awarded in connection with the EuroMillions jackpot draw, as published by Camelot Group. We will not receive, and cannot award, any prize money in connection with any other draws associated with EuroMillions (including, by way of example of only, "Mega Friday" or "Mega Weeks", "UK Millionaire Maker", "European Millionaire Maker" or "UK Monthly Bonus Draw").**

### **Payments to you**

The prize money (as calculated above) for your Syndicate will be shared equally between all members of the Syndicate and your proportion will be paid into the membership account you hold with us following the end of that Syndicate, subject always to us receiving the prize money from EuroMillions. If your share exceeds £100,000, then we will notify you of this by telephone.

### **Payments to your bank account**

We will pay the balance of your membership account directly into your nominated bank account when it reaches £15 at the end of a Syndicate, using the details held by us. If your bank details change, or if you want a payment to be made into a different account, you must notify us in writing at least 5 working days before the end of the applicable Syndicate. Upon cancellation of your membership in accordance with these Terms, we will pay the balance of your membership account directly into your bank account within 15 working days of the end of your membership. You may also request that we pay the balance of your

membership account to you at the end of a Syndicate even when this balance is less than £15. To request payment, please contact us by email to [info@e-luk.co.uk](mailto:info@e-luk.co.uk)

### **Payment times**

Please note in all cases that up to a week may elapse after we transmit any payment, before the money arrives in your bank account.

### **Bank charges**

We will never charge you for making payments from your membership account. However, your own bank may impose charges on the receipt of those payments which are outside of our control, meaning the amount you receive is a bit less than the amount shown in your membership account. Your bank will be able to give you more details about their charges.

## **JOINING AND LEAVING**

### **Joining**

Following our initial telephone conversation, we will send you an email with information about our Service and a copy of and/or link to these Terms. We may require further information from you to confirm your identity and age. Subject to your eligibility to participate in our Service, your membership will begin when we receive your first membership fee.

### **Initial cancellation period**

You can cancel your membership without obligation in the first 14 days of your membership (starting on the day on which we receive your first membership fee from you by the agreed method) by sending us clear written notice (by letter to DTD European Services LTD, Knoll Business Park, Old Shoreham Road, Hove, East Sussex, BN3 7GS or email to [customer\\_service@e-luk.co.uk](mailto:customer_service@e-luk.co.uk)). You may use the model cancellation form provided (a copy of which is attached below), but this is not obligatory.

To exercise this right, you must send your notice within the first 14 days of your membership, although we do not have to receive it within those 14 days. If you cancel your membership within the first 14 days of your membership, we will reimburse you all payments received from you by the same method and to the same account as you used for the initial transaction, unless you have clearly instructed us otherwise.

***You will not be entered into a Syndicate until expiry of the 14 day cancellation period.***

### **Cancellation of membership by you and minimum membership period**

Once you have been entered into your first Syndicate, you cannot cancel your membership until the end of your third Syndicate (this will be at least three months and 14 days following your first payment). You must notify us in writing at least 7 days before the end of your third Syndicate if you wish to cancel your membership after expiry of the minimum membership period.

If we receive a cancellation notice from you 7 days before the end of a Syndicate, your membership will be cancelled after that Syndicate finishes. If we do not receive a cancellation notice from you within the required timeframe you will automatically be entered into the next month's Syndicate (and we reserve the right to deduct the applicable membership fee from your account with us) and your membership will only be cancelled at the end of that Syndicate.

### **Cancellation of membership by us**

We may cancel your membership in any of the following circumstances:

- a. if you fail to pay any membership fee on time, or if you commit a serious breach of these Terms;
- b. if you do not meet our membership qualifications (see "Membership qualifications", below); and/or
- c. if we withdraw or substantially change e-LUK.

## **MEMBERSHIP QUALIFICATIONS**

Membership is open only to UK residents aged 18 or over. If we become aware that you are not a UK resident or are aged under 18 then we reserve the right to cancel your membership immediately. We will refund your membership fee for your current Syndicate, but you will not be entitled to any prize money from that Syndicate.

## **YOUR ACCOUNT**

You are responsible for ensuring that any username or password we provide you with to access your online account with us is kept secure and confidential. You will be responsible for any use of your account with us, whether by you or a third party.

## **OUR LIABILITY TO YOU**

**Our obligation to pay prize money to you is conditional upon us receiving the corresponding prize money from EuroMillions. If we do not receive the prize money for any reason, that does not arise from our negligence, then we will have no obligation to pay any corresponding prize money to you.**

We will not be liable to you (in contract, tort or otherwise) for any indirect or consequential loss, loss of chance, loss of profit or special loss suffered by you.

We will not be liable where we have incorrectly recorded your preferred main numbers or where (other than as a result of our negligence) any tickets or entries are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

Where we are liable to you under or in connection with these Terms, our aggregate liability to you in any year is limited to ten times the average monthly e-LUK membership fee for that year. This limit does not apply in respect of any liability for death or personal injury arising from our negligence, or for fraud.

## **CONTACTING US**

e-LUK is the trading name of DTD European Services Limited (company number 6004362 registered in England and Wales with registered office at First Floor Roxburghe House, 273- 287 Regent Street, London W1B 2HA. You may contact us by telephone, email or post, using the contact details set out on our contact page. To avoid delays in processing any request or instruction, we recommend you contact us by email. Cancellation of membership must be by email or post.

## **CONTACTING YOU**

We will typically contact you by email but we may also contact you by telephone or post from time to time, using the contact details you provide to us. It is your responsibility to inform us promptly if your email address or any of your other contact details change.

## **CHANGES TO THESE TERMS**

We may change any of these Terms by giving you written notice, which will take effect at the end of your current Syndicate. No change to these Terms will take effect until after you have played your first three Syndicates.

## **THE DIRECT DEBIT GUARANTEE**

This guarantee is offered by all banks and building societies that take part in the Direct Debit Scheme. The efficiency and security of the Direct Debit Scheme is monitored and protected by your own bank or building society.

If the amounts to be paid or the payment dates change, we will notify you normally 10 working days in advance of your account being debited or as otherwise agreed.

If an error is made by us or your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid.

You can cancel a Direct Debit at any time by contacting your bank or building society. Please also contact us to inform us of the cancellation.

This Guarantee covers Direct Debit payments. It cannot be used to address contractual disputes between you and us.

## LICENSING & REGISTRATION

As we operate a lottery syndicate, rather than a lottery, we are not required to be regulated or authorised by the Gambling Commission. For more information, please visit the [Gambling Commission Website](#).

We are not required to be regulated by the Financial Services Authority, as the syndicate we operate is not an investment scheme.

We are not connected with Camelot Group PLC or any other lottery providers or commissions.

## OTHER IMPORTANT TERMS

Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

Failure to insist that you perform any of your obligations under these Terms, or failure (or any delay) to enforce rights against you, does not constitute a waiver of such rights and does not mean that you do not have to comply with those obligations. Our waiver of any default by you, is only valid if in writing by us, and does not automatically waive any later default by you.

Nothing in these Terms shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

These Terms, and the documents referred to above, constitute your entire agreement and understanding in respect of your use of our Service.

You are not permitted to transfer your rights or obligations under these Terms to any third party.

Your use of our Service and these Terms shall be governed and interpreted in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

*(Complete and return this form only if you wish to withdraw from the contract)*

To First Floor Roxburghe House, 273- 287 Regent Street, London W1B 2HA email: [info@e-luk.co.uk](mailto:info@e-luk.co.uk), telephone number: 0800 0355 590

I hereby give notice that I cancel my contract with you for membership of the e-LUK syndicate.

Name:.....

Address :.....

Signature :..... (only if this form is notified on paper)

Date:.....