



# Independent Adjudication Service for Retailers

## Service Rules

These Rules apply to application forms received by Centre for Effective Dispute Resolution (CEDR) on or after 1 July 2025 and should be read in conjunction with the guidance that can be found on the CEDR website.

If you require this document in an alternative format, please contact us for further details.

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## 1. Introduction

- 1.1 The Independent Adjudication Service for Retailers (“the Service”) is administered by Centre for Effective Dispute Resolution (“CEDR”). The Service provides an informal and independent way of resolving disputes between two parties, Allwyn Entertainment Limited (“Allwyn”) and an independent retailer who has entered into a contract with Allwyn for the sale of tickets for National Lottery games in the United Kingdom and the Isle of Man (“the Retailer”), together known as “the Parties”. This is done by way of an adjudication process (“the Adjudication”).
- 1.2 To use the Service, the Retailer must send a completed application form (“the Application”) to CEDR setting out their complaint.
- 1.3 Where applicable under these Rules, an independent adjudicator will be appointed by CEDR from its Adjudication Panel to decide the outcome of the complaint (“the Adjudicator”). Decisions and recommendations under the Scheme are taken by independent adjudicators appointed by CEDR to decide on the outcome of disputes dealt with under the Scheme. Subject always to Rule 1.9 and the £5,000.00 limit detailed therein, decisions by adjudicators on eligible cases are only binding on the Retailer and Allwyn when the Retailer accepts the decision. Acceptance by a Retailer must take place within 30 working days of the decision being issued for the decision to become binding.
- 1.4 Applications to the Service will be accepted from Retailers or their appointed representatives. A representative can only be appointed if:
  - 1.4.1 the Retailer provides, with their application to the Service, signed authority confirming that they agree to the representative acting on their behalf; or
  - 1.4.2 the representative provides, with the application to the Service, a valid legal document giving them authority to act on the Retailer’s behalf.
- 1.5 The Retailer can use the Service if either:
  - 1.5.1 the complaint has not been resolved to the Retailer’s satisfaction after receiving a written response from a senior manager at Allwyn confirming that the dispute has reached the conclusion of Allwyn’s complaints process and expressly authorising the Retailer to apply to use the Service; or



- 1.5.2 the complaint has not been resolved to the Retailer's satisfaction after eight weeks have passed from the date on which the Retailer first complained to Allwyn through its complaints procedure.
- 1.6 An adjudicator appointed under these Rules will make a decision or recommendation by considering the information received from the Parties, any applicable retailer agreement or other agreement, and those laws, regulations, codes of practice, contracts and guidance documents that an adjudicator considers to be relevant.
- 1.7 If an adjudicator determines that the Retailer should be paid a sum of money up to but not exceeding £5,000.00, the adjudicator's decision will be binding on Allwyn if accepted by the Retailer. If the adjudicator recommends that the Retailer should be paid a sum of money in excess of £5,000.00, the adjudicator's recommendation will be binding on Allwyn only if accepted by both the Retailer and Allwyn. To clarify, an adjudicator's recommendation that the Retailer should be paid a sum of money in excess of £5,000.00 is not binding on Allwyn unless it is accepted by both the Retailer and Allwyn.
- 1.8 Any decision or recommendation made by an adjudicator applies only to the specific complaint referred to the Service. Under no circumstances will a decision or recommendation made by an adjudicator set a precedent for any other complaints.

## 2. What the Service covers

- 2.1 The Service can be used to resolve financial disputes relating to the following matters:
- 2.1.1 Disputes regarding any charges levied to the Retailer for lost, stolen or unreturned scratchcards;
  - 2.1.2 Disputes regarding any charges levied to the Retailer for events such as engineering visits;
  - 2.1.3 Disputes regarding charges levied to the Retailer for the repair or replacement of damaged National Lottery equipment;
  - 2.1.4 Disputes regarding one or more of the Retailer's weekly payment invoices from Allwyn;
  - 2.1.5 In circumstances in which the Retailer is no longer a National Lottery Retailer or where Allwyn has confirmed that a bond is no longer required from the Retailer, disputes regarding a failure to return a Retailer's bond payment by Allwyn within 30 working days;
  - 2.1.6 The Retailer's qualification for, and/or Allwyn's payment of, any incentive bonus.



When an application is received that meets the requirements of this Rule, and none of the exclusions in Rule 2.2 apply, it will be considered to be a valid application.

2.2 The Service cannot consider complaints, or parts of complaints, which fall into one or more of the following categories:

- 2.2.1 applications made to the Service by (or, in the case of nominated representatives under Rule 1.5, on behalf of) someone who does not fall within the definition of a 'Retailer' in Rule 1.1;
- 2.2.2 complaints made against an organisation other than Allwyn;
- 2.2.3 complaints where the Retailer has not complained to Allwyn at all, or where the requirements of Rule 1.5 have not been met;
- 2.2.4 applications received by the Service more than 12 months after the date on which Allwyn provided the Retailer with its response from a senior manager that marks the conclusion of its complaints procedure and expressly authorises the Retailer to apply to use the Service (or it has been more than 12 months since the Retailer's last attempt to contact Allwyn);
- 2.2.5 complaints that contain no aspect relating to the issues set out at Rule 2.1;
- 2.2.6 applications where a total sum that exceeds £50,000.00 has been claimed (inclusive of VAT (if any));
- 2.2.7 complaints, which in the opinion of CEDR, are more appropriately dealt with by a court, regulatory body, or other formal process;
- 2.2.8 complaints that CEDR considers to be frivolous and/or vexatious;
- 2.2.9 complaints that are the subject of either:
  - 2.2.9.1 an existing application made by the Retailer; or
  - 2.2.9.2 a previous valid application that reached a resolution through the Service, whether by settlement or by adjudication, by the Retailer;
- 2.2.10 complaints that have been, or are, the subject of court proceedings or an alternative independent procedure for the determination of disputes (unless such proceedings or alternative procedure have been abandoned, stayed or suspended);
- 2.2.11 complaints about one or more of the following matters:
  - 2.2.11.1 terminal or network downtime and/or non-functionality of any National Lottery equipment;
  - 2.2.11.2 change of proprietor (COP) processes such as delays in the process or the required financial settlement for the outgoing Retailer;
  - 2.2.11.3 supply chain issues with scratchcards;



- 2.2.11.4 bond requirements and requests for the return of bonds while the Retailer is still trading;
  - 2.2.11.5 impacts on the Retailer's operation as a result of third parties working on behalf of Allwyn;
  - 2.2.11.6 the quality of customer service provided by Allwyn;
  - 2.2.11.7 claims relating to a licensing dispute (that is, a dispute about the way in which The National Lottery is being run);
- 2.2.12 complaints that have been agreed by the Parties to be settled before the date on which the Application was sent to Allwyn (in line with Rule 4.1.3), unless CEDR considers that the terms of that settlement have not been fulfilled within a reasonable time;
- 2.2.13 where, in the opinion of CEDR, the details of the complaint set out in the Application materially differ from the details that were provided by the Retailer when following Allwyn's complaints procedure;
- 2.2.14 applications where the Retailer has not requested a payment of money;
- 2.2.15 complaints that relate to any event or events affecting two or more Retailers;
- 2.2.16 complaints that would seriously impair the effective operation of CEDR if considered.
- 2.3 If the whole complaint falls outside the scope of the Service, it will be withdrawn from the Service. If part of the complaint falls outside the scope of the Service but part is in scope, only the part that is in scope will proceed (unless it is not practicable to do so).
- 2.4 Any complaint, or part of a complaint, that falls outside the scope of the Service can proceed if Allwyn and CEDR gives its express agreement for this to happen.
- 2.5 Making an application to the Service does not take away the Retailer's duty to pay Allwyn any amounts billed or charged.

### 3. Applying to use the Service

- 3.1 To apply to use the Service, the Retailer must send to CEDR a completed application form, which can be done by post or online. Application forms are available from CEDR and on the Service website at [www.cedr.com/consumer/retailotteries/overview](http://www.cedr.com/consumer/retailotteries/overview). If a Retailer requires any special assistance with their application they can contact CEDR and reasonable adjustments will be made in line with CEDR's reasonable adjustments policy, which can be found [here](#).
- 3.2 In the Application, the Retailer must request a payment of money that does not exceed £50,000.00 (inclusive of VAT (if any)).

### 3.3 The Application should include details of:

- 3.3.1 the background to the complaint;
- 3.3.2 the precise issues that are in dispute;
- 3.3.3 the steps already taken to attempt to reach a resolution with Allwyn;
- 3.3.4 the reasons for requesting the remedy or remedies asked for; and
- 3.3.5 the reasons for the amount of money requested.

3.4 The Retailer should provide with the Application any relevant documents and/or evidence that supports their complaint. It is the Parties' responsibility to provide the documents and/or evidence that they wish to rely on. CEDR only has access to information and evidence that the Parties have specifically provided in connection with the complaint.

3.5 The Retailer is encouraged to clarify the remedy or remedies requested in as much detail as possible, but a failure to do this will not make the Application invalid unless Rule 2.2.14 applies.

## 4. The Adjudication process

### 4.1 The Application

- 4.1.1 When the Application is received along with any supporting documents, CEDR will make an initial assessment within 15 working days as to whether or not the Application appears to meet the requirements of Rules 2 and 3 (NB. This initial assessment does not prevent the complaint from being withdrawn from the Service at a later date in line with the objection process (at Rule 4.3) or an adjudicator's powers (at Rule 5.2)).
- 4.1.2 When the Application is processed by CEDR, a case reference number will be given to the Parties. The Parties must quote this case reference number in all communication with CEDR regarding the complaint.
- 4.1.3 If the Application is initially assessed as appearing to meet the requirements of Rules 2 and 3, CEDR will notify Allwyn by sending an electronic copy of the Application, and any supporting documents that the Retailer has provided, to Allwyn ("the Notification").
- 4.1.4 If CEDR sends the Notification to Allwyn before 4.00pm, Allwyn is considered to have received it on that day. If CEDR sends the Notification at or after 4.00pm, Allwyn is considered to have received it on the following working day.



4.1.5 Once the Notification is considered to have been received, Allwyn has 30 working days to take one of the following actions (in exceptional circumstances, CEDR may, at its own discretion, grant Allwyn an extension to this deadline):

4.1.5.1 confirm to CEDR that it wishes to settle the complaint in line with Rule 4.2; or

4.1.5.2 object, in line with Rule 4.3, to the complaint being considered by CEDR to fall within the scope of the Service; or

4.1.5.3 submit to CEDR its written response to the Retailer's complaint ("the Response") in line with Rule 4.4.

4.1.6 Once the Application is submitted to CEDR, an amendment to any aspect of it, or addition of further evidence or submissions, can only be requested by the Retailer if none of the following apply:

4.1.6.1 the complaint has been resolved as settled in line with Rule 4.2;

4.1.6.2 the complaint has been withdrawn in line with Rule 4.3 because it is out of scope;

4.1.6.3 Allwyn has submitted the Response to the complaint in line with Rule 4.4.

If the Retailer requests to amend any aspect of the Application or to add further evidence or submissions, they must contact CEDR with the amendments and/or additions and give reasons why they should be taken into account. It will be at the sole discretion of CEDR whether or not to allow this. If it is allowed, Allwyn will be sent the updated information and the timeframe for Allwyn to take one of the actions in Rule 4.1.5 will be restarted.

## 4.2 Settlements

4.2.1 If Allwyn agrees to give the Retailer the full payment of money requested in the Application (a "Settlement in Full"), Allwyn must notify CEDR of this within the timeframe set out at Rule 4.1.5.

4.2.2 When CEDR receives notification from Allwyn that a Settlement in Full has been reached, CEDR will close the complaint as resolved. In order to fulfil the settlement, Allwyn must provide the Retailer with the full payment of money within 20 working days of CEDR closing the complaint as resolved, unless an alternative timeframe has been agreed between the Parties.

4.2.3 If the Retailer considers that the settlement offered by Allwyn under Rule 4.2.1 is not a Settlement in Full, the Retailer must notify CEDR within 20 working days of the date on which CEDR closed the complaint as resolved (in exceptional circumstances, CEDR will allow such a notification outside of this timeframe). When notifying CEDR of this, the Retailer must detail how the full payment has not been offered. CEDR will then consider whether or not a Settlement in Full has been offered by Allwyn. If CEDR considers that a Settlement in Full has been offered by Allwyn, the complaint will remain closed as resolved.

If CEDR considers that the settlement offered by Allwyn is not a Settlement in Full, the timeframe will be restarted for Allwyn to take one of the actions in Rule 4.1.5.

4.2.4 If Allwyn reaches any other resolution with the Retailer to settle the complaint (a “Negotiated Settlement”), Allwyn must notify CEDR of this within the timeframe set out at Rule 4.1.5. At the same time, Allwyn must provide CEDR with evidence of the offer made to the Retailer and evidence confirming that the Retailer has accepted that offer in full and final settlement, and therefore closure, of their complaint. When CEDR receives evidence of the Negotiated Settlement from Allwyn, CEDR will close the complaint as resolved. If evidence of the Negotiated Settlement is not provided, the complaint will remain active. In order to fulfil the settlement, Allwyn must provide the Retailer with all the agreed remedies within 20 working days of CEDR being notified of the Negotiated Settlement, unless an alternative timeframe has been agreed between the Parties.

4.2.5 If the Retailer considers that Allwyn has not fulfilled the Settlement in Full or Negotiated Settlement, the Retailer must notify CEDR within 20 working days of the expiry of the relevant timeframe (in exceptional circumstances, CEDR will allow such a notification outside of this timeframe). When notifying CEDR of this, the Retailer must detail which of the remedies have not been provided. Upon the Retailer notifying CEDR that one or more remedies remain outstanding, CEDR will consider whether or not the settlement appears to have been fulfilled. If CEDR considers that the settlement does not appear to have been fulfilled, it will re-open the complaint and give Allwyn five working days to either show that the remedies required under the settlement have been provided, or object to the complaint being considered by CEDR (in line with Rule 4.3), or to submit the Response (in line with Rule 4.4). If Allwyn provides sufficient evidence showing that the settlement has been fulfilled, the complaint will be closed as resolved. If Allwyn does not provide sufficient evidence showing that the settlement has been fulfilled, the complaint will proceed in line with Rule 4.5.

### 4.3 Objections

4.3.1 Within the timeframe at Rule 4.1.5, Allwyn can object to the complaint being considered by CEDR to fall within the scope of the Service. For clarity, Allwyn can object if it considers the complaint to fall partly or entirely outside the scope of the Service.

4.3.2 In making an objection, Allwyn must contact CEDR and specify one or more reasons in Rule 2.2 as to why part or all of the complaint falls outside the scope of the Service. Allwyn must show why part or all of the complaint falls outside the scope of the Service.

4.3.3 An adjudicator will consider the objection and decide whether or not they agree that Allwyn has shown that part or all of the complaint falls outside the scope of the Service.



CEDR will aim to communicate this to the Parties within two working days of the objection being received.

- 4.3.4 When an objection is made, the timeframe at Rule 4.1.5 will be put on hold until the outcome of the objection is communicated to the Parties by CEDR.
- 4.3.5 If an adjudicator does not agree that Allwyn has shown that any part of the complaint falls outside the scope of the Service, the objection will be rejected. If the objection is rejected, the complaint will remain active and an additional two working days will be added to the remaining timeframe in Rule 4.1.5 for Allwyn to settle the complaint, to make a further objection or to submit the Response to CEDR. This time extension can only be applied once, and no time extensions will be given to any subsequent rejected objections. If an adjudicator is subsequently appointed to make a decision on the complaint, all details of the objection will be given to that adjudicator.
- 4.3.6 If an adjudicator agrees that Allwyn has shown that all of the complaint falls outside the scope of the Service, the objection will be upheld. If the objection is upheld, the Retailer will be given 10 working days to provide reasons and/or further evidence as to why part or all of the complaint falls within the scope of the Service, if they wish to do so. An adjudicator will then consider whether or not to reject the objection (NB. The adjudicator may agree to only part of the complaint continuing). CEDR will aim to communicate this to the Parties within two working days. At this point, it is for the Retailer to show why part or all of the complaint falls within the scope of the Service.
- 4.3.7 If an adjudicator agrees that Allwyn has shown that part of the complaint falls outside the scope of the Service, the objection will be upheld in relation to that part only. If the objection is upheld in relation to that part, the Retailer will be given 10 working days to provide reasons and/or further evidence as to why part or all of the complaint falls within the scope of the Service, if they wish to do so. An adjudicator will then consider whether or not to reject the objection (NB. The adjudicator may agree to only part of the complaint continuing). CEDR will aim to communicate this to the Parties within two working days. At this point, it is for the Retailer to show why part or all of the complaint falls within the scope of the Service.
- 4.3.8 Following the completion of the relevant process under either Rule 4.3.6 or Rule 4.3.7, if an adjudicator decides that part or all of the complaint falls within the scope of the Service, the objection will be rejected and the timeframe will be restarted for Allwyn to take one of the actions in Rule 4.1.5. If an adjudicator decides that no part of the complaint falls within the scope of the Service, the complaint will be withdrawn from the Service. The decision to withdraw the complaint from the Service is final and cannot be reviewed or appealed.



#### 4.4 The Response

- 4.4.1 When CEDR receives the Response, a copy of it will be sent to the Retailer.
- 4.4.2 If Allwyn does not submit the Response to CEDR within the timeframe set out at Rule 4.1.5 (including any relevant variations to this timeframe made in Rules 4.2 and 4.3), the Adjudicator will have the power to make a decision considering only the information provided by the Retailer as set out at Rule 5.2.3.
- 4.4.3 The Retailer has ten working days from the date on which the Response is sent to them to provide any comments on the Response (in exceptional circumstances, CEDR may, at its own discretion, grant the Retailer an extension of the deadline for providing comments on the Response). The Retailer does not have to provide comments on the Response. If the Retailer does provide comments on the Response, those comments can only relate to points raised in the Response and must not introduce any new matters. Any new matters put forward by the Retailer at this stage will not be taken into account by the Adjudicator when making their decision.
- 4.4.4 If the Retailer makes any comments on the Response, CEDR will send a copy of those comments to Allwyn for their information only.
- 4.4.5 Upon receipt of the Retailer's comments on the Response, or the expiry of the timeframe at Rule 4.4.3, CEDR will appoint the Adjudicator to decide the outcome of the complaint.
- 4.4.6 Any further comments, information and/or evidence received from the Parties after this point will be sent to the Adjudicator. However, the Adjudicator will have the power to decide whether or not to take some or all of the comments, information and/or evidence into account (as set out at Rule 5.2). If the Adjudicator decides to take such further comments, information and/or evidence into account, these will be shared with the other party for their information only.

#### 4.5 The Adjudicator's decision or recommendation

- 4.5.1 The Adjudicator appointed under these Rules will produce a written decision or recommendation by considering the submissions and evidence received from the Parties, any applicable retailer agreement or other agreement, and those laws, regulations, codes of practice, contracts and guidance documents that an adjudicator considers to be relevant. The decision or recommendation will generally be issued within 30 working days of the Adjudicator being appointed.
- 4.5.2 The decision or recommendation will be set out in writing and will include full reasons for the outcome reached.

- 4.5.3 Once CEDR receives the decision or recommendation from the Adjudicator, it will be sent to the Parties simultaneously.
- 4.5.4 If the adjudicator determines that the Retailer should be paid a sum of money up to but not exceeding £5,000.00, the adjudicator's decision will only become binding on the Parties if the Retailer advises CEDR that they accept the decision in full. The Retailer has 20 working days to notify CEDR of their acceptance.
- 4.5.5 If, during the time period specified at Rule 4.5.4 above, the Retailer advises CEDR that they do not accept the decision in full, or if the Retailer fails to contact CEDR during the time period, the adjudicator's decision will not be binding on the Parties. The decision cannot be accepted at a later date.
- 4.5.6 If the adjudicator recommends that the Retailer should be paid a sum of money in excess of £5,000.00, the adjudicator's recommendation will only become binding on the Parties if both the Retailer and Allwyn advise CEDR that they accept the recommendation in full. The Parties have 20 working days to notify CEDR of their acceptance.
- 4.5.7 If, during the time period specified at Rule 4.5.6 above, the Retailer or Allwyn advises CEDR that they reject the recommendation, or that they do not accept the recommendation in full, or if the Retailer or Allwyn fails to contact CEDR during the time period, the adjudicator's recommendation will not be binding on the Parties. The recommendation cannot be accepted at a later date.
- 4.5.8 The Adjudicator's decision or recommendation is final. It cannot be reviewed or appealed. Any further comments, information and/or evidence received from the Parties after the decision or recommendation has been issued will not be considered.
- 4.6 Compliance with the decision or recommendation
- 4.6.1 If the Adjudicator's decision or recommendation directs Allwyn to make a payment of money to the Retailer, and the decision or recommendation becomes binding in accordance with Rules 4.5.4 or 4.5.6 above, Allwyn must make the payment in full within 20 working days from the date on which CEDR notifies Allwyn that the decision or recommendation is binding.
- 4.6.2 If Allwyn is for any reason unable to complete the necessary action(s) within the timescale at Rule 4.6.1 above, Allwyn must advise the Retailer and CEDR why that is before the above timescale expires. At the same time, Allwyn must specify a substitute date by which the necessary action(s) will be completed.
- 4.6.3 If the Retailer informs CEDR that Allwyn has not completed the required actions within the timescale set out at Rule 4.6.1 or any substitute timescale advised by Allwyn under Rule 4.6.2, CEDR will contact Allwyn to request compliance with the decision or



recommendation. In the event that Allwyn does not respond or fails to comply with the decision or recommendation within five working days, the matter will be escalated to Allwyn's Head of Customer Operations.

4.6.4 In the event that Allwyn's failure to respond and/or failure to comply persists, appropriate action can be taken by CEDR which may include suspension or termination of membership of the Service.

4.6.5 CEDR is unable to enforce compliance with decisions or recommendations, nor is CEDR able to apply penalties or sanctions to Allwyn for failing to comply with an adjudicator's decision.

## 5. Powers of the adjudicator

5.1 Adjudicators will be fair and unbiased throughout the Adjudication process and will make decisions that are based on the information received from the Parties, any applicable retailer agreement or other agreement, and those laws, regulations, codes of practice, contracts and guidance documents that an adjudicator considers to be relevant. Adjudicators will act as quickly and efficiently as possible, considering complaints in a fair and reasonable way.

5.2 Having regard to the requirements set out in Rule 5.1, an adjudicator has the power to do any of the following:

5.2.1 change any of the time limits set out in these Rules;

5.2.2 request further comments and/or evidence from the Parties, and set time limits within which the Parties must provide such comments and/or evidence;

5.2.3 proceed with the Adjudication process if either of the Parties does not keep to these Rules, or any instruction or direction made under these Rules;

5.2.4 consult any evidence not provided by either of the Parties, which the adjudicator considers to be necessary to make a decision. If this power is used, the Parties must be given an opportunity to provide comments on this evidence (NB. This power does not apply to evidence that the Parties ought reasonably to be aware of or have access to; the law, any legal or regulatory requirements; and, any other published industry guidance);

5.2.5 take into account any evidence provided by either of the Parties that the adjudicator considers to be relevant to matters already raised in the complaint. If this power is used, the party that did not provide the evidence must be given an opportunity to comment on it;



- 5.2.6 withdraw a complaint from the Service if, in their opinion, the entirety of the complaint falls outside the scope of the Service (this decision cannot be reviewed or appealed);
- 5.2.7 close a complaint as resolved if the Parties settle their complaint before the decision or recommendation is made;
- 5.2.8 determine whether or not Allwyn has fulfilled a settlement, in the event that a dispute arises between the Parties regarding its fulfilment;
- 5.2.9 determine whether or not Allwyn has complied with a binding decision or recommendation, in the event that a dispute arises between the Parties regarding compliance.

5.3 Neither of the Parties can challenge an adjudicator's use or non-use of the powers set out at Rule 5.2.

5.4 If the Adjudicator finds that the Retailer's complaint succeeds in full or in part, they can direct or recommend Allwyn to make a payment to the Retailer.

N.B.

- Any payment to the Retailer can only be directed by the Adjudicator in respect of charges and/or bond payments already levied to the Retailer by Allwyn.
- Under no circumstances can the Adjudicator direct payments in respect of other matters, such as ancillary or future costs or charges, loss of revenue, compensation for distress/inconvenience.

5.5 The Adjudicator may award less than has been previously offered to the Retailer by Allwyn. In exceptional circumstances, the Adjudicator may award more than has been requested by the Retailer.

5.6 If the Adjudicator finds that the Retailer's complaint does not succeed, Allwyn will not be directed or recommended to take any action.

## 6. Costs

6.1 The use of the Service is free of charge to the Retailer. Allwyn is therefore responsible for paying CEDR its fees.

6.2 The Parties must pay their own costs of using the Service. By using the Service, the Parties agree not to take legal action against each other or against CEDR to recover such costs.



- 6.3 Neither of the Parties needs to use legal representation, although either can do so if they wish.
- 6.4 If either of the Parties incurs costs through the use of legal representation and/or using the Service, the Parties agree not to claim the costs of doing so from each other, whether through the Service or through legal action.

## 7. Confidentiality and data sharing

- 7.1 Neither of the Parties will give details of the Adjudication, including the decision or recommendation, to any person or organisation not directly involved in the Adjudication, unless:
- 7.1.1 it is necessary in order to enforce an accepted decision or recommendation;
  - 7.1.2 it is necessary in order to seek advice on pursuing the complaint in an alternative forum;
  - 7.1.3 it is necessary in order to seek redress from an alternative forum; or
  - 7.1.4 CEDR gives its express written consent for such details to be shared.
- 7.2 By using the Service, the Parties agree that CEDR may gather, retain and publish statistics and other information in relation to complaints, whilst preserving the anonymity of the Parties.
- 7.3 The United Kingdom General Data Protection Regulation (UK GDPR) applies to the Service.
- 7.4 By using the Service, the Retailer gives their consent for any relevant personal data held by Allwyn to be shared with CEDR and the Adjudicator for the purposes of the Adjudication process.

## 8. Other rules

- 8.1 CEDR will appoint a substitute adjudicator if the Adjudicator originally appointed is unable to deal with the complaint for any reason. CEDR will inform the Parties if such an appointment is made.
- 8.2 With the exception of amending a decision or recommendation following any minor error and/or providing clarification on a specific point, neither CEDR nor an adjudicator will enter into correspondence with the Parties relating to the decision or recommendation.
- 8.3 If either of the Parties has a complaint about the quality of service provided by CEDR, the complaint should be made through the published complaints procedure, copies of which are available on the CEDR website (NB. the complaints procedure cannot be used to challenge the



content or outcome of an adjudicator's decision, the decision process adopted by an adjudicator, or the content of these Rules).

- 8.4 If either of the Parties sends physical documents and/or evidence to CEDR, digital copies will be made and the physical documents and/or evidence will be immediately and securely destroyed, unless the party requests their return (this request must be made at the same time as the physical documents and/or evidence are sent to CEDR). CEDR does not keep any physical documents and/or evidence on its premises.
- 8.5 Any reference in these Rules to 'working days' excludes Saturdays, Sundays and public holidays (i.e. bank holidays) celebrated in England and Wales. Any reference in these Rules to a specified time of day refers to United Kingdom local time.
- 8.6 The Service, including these Rules, may be updated from time to time. The Rules in force on the date CEDR receives the Retailer's Application will apply to the complaint.

