

Browne Jacobson successful for National Lottery in Court of Appeal

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On 1 March 2024 the Court of Appeal handed down judgment in [Parker-Grennan v Camelot UK Lotteries Ltd EWCA Civ 185](#).

Ms Parker-Grennan has been embroiled in a legal battle with Camelot over a National Lottery prize.

The claimant played an instant win game on the National Lottery website. The animations that were presented on her computer screen suggested to her that she had won a prize of £1m. However, those animations had been presented in error. A coding error in Camelot's (the operator of the National Lottery) computer system had resulted in the claimant being presented with images on her screen that were inconsistent with the official outcome of the ticket she had purchased, which was a win of only £10. The claimant claimed £1m from Camelot.

The Court of Appeal upheld the previous decision. Ms Parker-Grennan's quest for the £1m jackpot remains unfulfilled, and Camelot was only liable to pay the £10 that was credited to Ms Parker-Grennan's account when she clicked "Finish". That was the prize to which she was entitled under Camelot's terms and conditions. Contrary to the claimant's arguments, those terms had been effectively incorporated into the parties' agreement and none of them was onerous, unusual or unfair.

The judgment is of particular importance for gambling disputes. It offers clear guidance as to the application of the [consumer](#) contracts legislation to gambling contracts and whether particular terms are to be regarded as unfair for those purposes.

But perhaps more importantly, the judgment has implications for all contracts that are concluded online, where one party seeks to have its terms incorporated by requiring the other to tick a box. As the Court of Appeal observed:

"This case is not about online retail but about online gambling, but it has squarely raised the issue of what needs to be done to incorporate standard terms and conditions into a contract for goods or services which is made online. So far as we are aware, this is the first case in which that issue has been considered by this Court."

Ultimately, the Court of Appeal concluded that the general rules for the incorporation of contractual terms (i.e., the rules that were developed in the pre-digital era) remain fit for purpose even though it is a "fact of life that most people (dare I say it, even lawyers) will not bother to read the 'small print' before clicking on the box or button which states 'I [have read and] accept the terms and conditions'". Nonetheless, the Court concluded its judgment by suggesting that the time was ripe for the Law Commission to review this area of law.

[Read the full judgment](#) →

[Phil Hinks](#) acted for Camelot, instructed by Sophie Ashcroft (Partner) and Amba Griffin-Booth (Senior Associate) of Browne Jacobson.

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