

The New Football Pools

**The 8 from 49 Pool Rules
(also known as the "Classic Pools")
("The Rules")
Effective 8th August 2009.**

1. DEFINITIONS

Collector

A person or third party permitted by TNFP 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 TNFP of Entries (all such persons being the agent of the Customer, not TNFP).

Competition

Each combined Littlewoods and Vernons 8 from 49 Pool competition that is operated by TNFP.

Competition Date

The date(s) on which the Matches listed in a Match Listing were scheduled to be played at the time that the relevant Match Listing was released to the Press Association.

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 Competition Date and earliest kick-off time on that date of any Match on the Match Listing.

Discounted Entries

Entries nominated by TNFP where TNFP does not require the Customer to pay the full cost of the Entry (please note that different discounts may apply to different Plans and/or Stakes per Line and discounts may be offered on Proportionate Entries) but where any Winnings paid in respect of such Discounted Entry shall be calculated

as if the Customer had paid the full cost of that Entry.

Entry

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

Line

Each different permutation of 8 Selections that is possible as a result of the particular Plan to which the Entry relates.

Match

A football match listed on the Match Listing.

Match Listing

Each list of Matches on which TNFP bases this Competition as published by TNFP 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 TNFP 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.

No Score Draw

A Match in which neither team scores any goals, or a Match declared to be such by the Pools Panel.

Plan

A combination or permutation of Selections expressly allowed by TNFP, Selections which must be chosen by the Customer when placing their Entry (for example, 8 Selections from 10 or 8 Selections from 11) and which will determine the Customer's total Stake in respect of that Entry.

Pool

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

Pools Direct (also known as Standing Entries)

A series of Entries placed by a Customer directly with TNFP to cover consecutive Match Listings in accordance with paragraph 5.7 (for example for a series of Match Listings over the course of 5 consecutive Competitions or a series of Match Listings over the course of 66 consecutive Competitions).

Pools Panel

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

Prizes

The prizes in respect of which Winnings are paid, as set out in paragraph 7.

Proportionate Entry

Has the meaning attributed to it in paragraph 4.2.

Result

The score in a Match at the end of half time, full time or at the time of abandonment, as set out in paragraph 9.2 below (if applicable) or as otherwise determined by the decision of the Pools Panel.

Score Draw

A Match in which both teams score the same number of goals greater than zero or a Match declared to be such by the Pools Panel.

Selection

The Match numbers chosen by the Customer (the number of which shall vary depending on the particular Plan selected by a Customer).

Stake

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

Stake per Line

2.22p per Line. TNFP may accept other amounts from time to time in accordance with paragraph 4.2.

The New Football Pools ("TNFP")

The trade name of Littlewoods Promotions Limited.

Void Match

Means any Match declared void pursuant to paragraph 9.5 and 9.6 below.

Website

The website currently located at 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 gained sufficient points to entitle that Customer to a share of the relevant Prize fund.

2. GENERAL

1. The parties to these Rules are the Customer and Littlewoods Promotions Limited ("TNFP"). The Laws of England including the Gambling Act 2005 apply to these Rules and to all Competitions conducted under them. If a Customer wishes to take court proceedings against TNFP 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 TNFP or enter the Competition. TNFP 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 TNFP 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 TNFP and the Customer in the Competition, irrespective of the Plan selected by a Customer or their Means of Entry. If any of these Rules shall be found by any court of 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 Competition) and are responsible for ensuring that their participation in the Competition is lawful from such jurisdiction. In any event TNFP 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 TNFP Competition 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, TNFP, 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. TNFP 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). TNFP 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 Competition or downloading any information from the Website.

7. TNFP from time to time may make offers to existing or prospective Customers by way of promotions, competitions, lotteries games, bonuses, Discounted Entries, free entries and by way of free to enter or paying routes to prospective Customers. TNFP 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. TNFP reserves the right to amend these Rules without notice and/or suspend the Competition (or any part of it) and/or the payment of Winnings (including by implementing the provisions of paragraphs 6.6, 6.9, and 9.7) in the event of war, earthquake, catastrophe, strikes or the occurrence of any other event beyond its reasonable control.

9. TNFP agrees to comply with the provisions of the Data Protection Act 1998. By providing an Entry to the Competition, the Customer agrees to the way in which TNFP processes their personal information. TNFP 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 TNFP. Any query regarding personal data should be directed to TNFP 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 TNFP as part of these Rules. Any additional special terms, conditions or instructions which post-date these Rules will be set out on the specific TNFP Means of Entry or will notified to the Customer by advertisement or otherwise, and should be read in conjunction with, and as part of, these Rules.

11. UK fixtures lists (excluding non-league clubs) and official player, match and performance data published in relation to the Competition are the copyright and database right of The Football Association Premier League Ltd / The Football League Ltd / The Scottish Premier League Ltd / The Scottish Football League, which reserve all of their rights. No part of this data may be reproduced, stored in a retrieval system or transmitted in any way or by any means (including photocopying, recording or storing it in any medium by electronic means) without the written permission of the copyright/database right owner. Applications for written permission should be addressed c/o Football DataCo Ltd, 30 Gloucester Place, London W1U 8PL.

3. THE COMPETITION

1 The Competition is based on Lines which are formulated from Selections. TNFP will apply appropriate criteria to identify Lines of 8 different Selections from the Entry and therefore which Lines apply in determining whether or not a Customer has won.

2 Further details about available Prizes are set out in paragraph 7 below. However, please note that:

(i) for Half Time and Full Time Prizes TNFP will award points to each Match in a Line of 8 different Selections based on the Results as follows:

Score Draw	= 3 points
No Score Draw or Void Match	= 2 points
Home or Away Win	= 1 point

(ii) for the Half Time Goal Rush Prize for each Line of 8 different Selections TNFP will add the total number of goals scored for each Match at half time.

(iii) for the Full Time Goal Rush Prize for each Line of 8 different Selections TNFP will add the total number of goals scored for each Match at full time.

(iv) for the Half Time and Full Time Goal Rush Prizes Void Matches will count as 3 goals. For Matches where the Pools Panel have determined the Result goals are awarded as follows:

No Score Draw	= 0 goals
Score Draw	= 2 goals
Home or Away Win	= 3 goals

4. STAKES

1. A minimum total Stake may apply to a particular Means of Entry.

2. TNFP may (at its discretion) accept Entries where the Stake has been calculated at more than the full Stake per Line (known as a booster entry) or at less than the full Stake per Line (for example at a reduced Stake per Line of 0.808p) where any Winnings paid in respect of such Entries shall be calculated in proportion to the value of the reduced or increased Stake per Line actually paid by the Customer according to an alternative dividend calculated as set out in paragraph 6.2 (a "*Proportionate Entry*").

3. Entries must be submitted with the relevant Stake. No credit will be offered by TNFP to the Customer. If the correct and appropriate Stake (calculated according to the Plan and the applicable Stake per Line) does not accompany an Entry, that Entry will not be valid.

4. The Stake required for an Entry and the Stake that TNFP actually receives must be the same. If there is any difference in such amounts TNFP may use its discretion to decide whether the Entry may be deemed acceptable after making any adjustments to that Entry that TNFP decides are necessary or whether such Entry is invalid. Any Winnings to which the Customer may be entitled in such circumstances will be adjusted in proportion to the value of the Stake actually paid by the Customer in respect of the Entry to which such Winnings relate.

5. MAKING ENTRIES

1 TNFP offers a range of Means of Entry. The Customer is not permitted to call at TNFP premises to deliver their Entries. In areas where TNFP permit Collectors to collect Entries, the Customer may choose to hand Entries 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 TNFP. With this in mind, TNFP 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 a Customer's sole recourse shall be to the relevant Collector. Cheques and Postal Orders must be made payable to The New 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 TNFP, or in any other way agreed by TNFP at its discretion.

2. Submission of an Entry will not be proof of receipt by TNFP. Also, proof of posting, any electronic receipt or acceptance of Stake shall not constitute proof of delivery or receipt of an Entry by TNFP. To constitute an accepted Entry,

such Entry (and the Selections made for that Entry) must be:

(i) recorded on TNFP central computer system (for which purpose does not include being recorded on a Collector's own computer system) and/or

(ii) received at TNFP premises in Liverpool by Datum Time. Any Entry received after Datum Time will not be accepted by TNFP and will be invalid.

3. Where the Means of Entry is in writing Selections must be made in blue or black ink.

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

5. Only Plans allowed by the TNFP will be accepted. TNFP will not accept part Plans.

6. Where the Means of Entry is in writing and allows inclusion into 2 or more consecutive Saturday Competitions (but which for the avoidance of doubt is not an Entry on a Pools Direct basis) the following will apply:

(i) Where entry into consecutive Saturday Competitions is indicated TNFP will include the Entry for the number of Saturday Competitions indicated and the whole of the Stake received will be divided equally among those Competitions subject to 4.3 above.

(ii) Where entry into consecutive competitions is not indicated, the Entry and the entire Stake received will be applied to the Competition Date printed on the Means of Entry, unless TNFP reasonably decides otherwise.

7. Entries made on a Pools Direct basis will be included in each of the specified number of consecutive Competitions unless TNFP have received from the Customer, and accepted, instructions to the contrary in accordance with these Rules.

8. If a written Entry is made up of a number of bets written in more than one column, TNFP will use the marking method described in the Schedule to these Rules.

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

(i) it is clear to TNFP before the Competition Date how many Lines are entered; and

(ii) it is clear to TNFP after the Results of the Matches on the Match Listing are known, which and how many Lines in that Entry are winners.

10. TNFP 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 TNFP regardless of whether an Entry is mathematically correct.

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

12. For the avoidance of doubt, TNFP 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 TNFP in accordance with these Rules.

13. The Customer acknowledges and agrees that TNFP shall not be under any obligation or responsibility to notify a Customer of an Entry that is invalid or void under these Rules.

6. 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 TNFP, published retrospectively on a weekly basis in certain national newspaper(s) to cover commission and expenses.

2. TNFP will declare the dividend payable in respect of the Pool for each of the Prizes by reference to the full Stake per Line. TNFP will publish details of the dividend payable on the Website and in a national newspaper. If TNFP accepts a Stake per Line which is more or less than the full Stake per Line (including without limitation, a Proportionate Entry) for whatever reason (which for the avoidance of doubt does not include Discounted Entries or any free offers made by TNFP under paragraph 2.7 unless such Discounted Entries or free offers have been made on the basis of an alternative Stake per Line and that Entry has a winning Line) the dividend payable to that Customer will differ from the published dividend declared by TNFP. TNFP 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 advertised standard Stake per Line cost that would have otherwise applied to such Entry.

3. Subject to paragraph 6.6 below TNFP shall pay dividends in relation to six Prizes and one Bonus Prize. The percentage of the Pool allocated to each Prize level (including the Bonus Prize) shall be determined by TNFP. All dividends declared are subject to rescrutiny.

4. Except in relation to the Bonus Prize, each Prize fund is divided amongst all winning Entries at that level in proportion to Stakes paid (save in relation to free offers or Discounted Entries where Stakes shall be deemed to be the full amount that would have been paid if the relevant Entry had not been so discounted or made on the basis of a free offer) by reference to the number of winning Lines at that Prize level.

5. With a view to facilitating payment, TNFP shall be entitled to round dividends up or down at its discretion to a reasonably conveniently payable sum.

6. If any dividend (which may have been adjusted under paragraph 6.5 above) is less than £2, TNFP may decide for administrative reasons that the relevant dividend (and any subsequent Winnings) should not be paid. If no dividends whatsoever are declared for the Pool, the Competition will be declared void and Customer's Stake will be refunded or, where possible, applied in full or in part to the Customer's next Entry(ies).

7 Except in relation to the Bonus Prize, if TNFP discover more winners after a declared dividend has been paid, TNFP will still pay Winnings to such persons, save that TNFP 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).

8. Except in relation to the Bonus Prize, if paragraphs 4.2, 4.3, 6.2, 6.6 and/or 6.9(ii) apply and a surplus of Prize money is created in respect of a particular Prize TNFP will add any such surplus to the Prize money available for distribution in respect of the other Prizes. Also, if the Half Time Prize or either of the Goal Rush Prizes is not won, the Prize fund that would otherwise have been allocated to winners of either such Prize (if there had

been any) will in each case be allocated instead to the Prize fund(s) for the remaining Prizes.

9. If in the opinion of TNFP it is not possible to administrate and distribute the Pool within a reasonable time due to circumstances beyond TNFP's reasonable control TNFP may decide to do any of the following:

(i) declare the Competition 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)); or

(ii) declare that the number of Full Time Prizes referred to in 7 below shall be reduced and/or declare that the Half Time Prize and/or the Half Time Goal Rush Prize and/or the Full Time Goal Rush Prize will not be paid.

7. PRIZES

There are six Prize funds and one Bonus Prize as set out in this paragraph 7, which shall be awarded in accordance with paragraph 6.4 and this paragraph 7.

Half Time Prize

There will be one Prize fund for the maximum possible number of points that apply to the Half Time Results.

Half Time Goal Rush Prize

There will be one Prize fund for the highest possible number of goals that apply to the Half Time Goal Rush Results.

Full Time Goal Rush Prize

There will be one Prize fund for the highest possible number of goals that apply to the Full Time Goal Rush Results.

Full Time Prizes

There will be 3 separate Prize funds:

- 1st (highest number of points achieved)
- 2nd (second highest number of points achieved)
- 3rd (third highest number of points achieved)

Bonus Prize

There will be one Bonus Prize available to be won in respect of each Competition. The Bonus Prize will be awarded to the winner of the 1st Full Time Prize where such winner is the sole winner of such Prize. In the event that there are two or more winners of the 1st Full Time Prize, the Bonus Prize shall be rolled over to the next Competition. For the avoidance of doubt, the Bonus Prize will be paid in addition to the 1st Full Time Prize fund that is awarded to the sole winner of the 1st Full Time Prize. If the sole winning Entry in respect of the 1st Full Time Prize (and therefore of the Bonus Prize) is (i) a Proportionate Entry where the Stake is less than the full Stake per Line, TNFP will pay the winner a proportionate amount of the Bonus

Prize calculated according to the proportion that the Stake actually paid represents of the full Stake that would have been paid had it not been a Proportionate Entry and any surplus Bonus Prize in such circumstances shall be rolled over to the next Competition; and (ii) a Proportionate Entry where the Stake is more than the full Stake per Line, TNFP will pay the same Bonus Prize as if such sole winning Entry had not been a Proportionate Entry.

8. WINNINGS

1. TNFP 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 Selections, any Winnings will be paid only as follows, unless TNFP notifies the Customer otherwise:

- (i) an authorised outlet will pay the Winnings to whoever presents the winning printout if they are within the limits TNFP has previously agreed with that outlet and subject to TNFP's standard validation process; or
- (ii) if the Winnings are above the limits TNFP has previously agreed with the outlet, TNFP 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) TNFP will endeavour to pay Winnings no later than seven days following the date of the last Match played.

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

9. MATCHES NOT STARTED OR NOT PLAYED AS PRINTED

1. A Match will stand as shown on TNFP 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 after half time TNFP will use the score at the time when it is abandoned as the final Result. If a Match is abandoned at or before half time TNFP will use the score at the time of abandonment for both the Half Time Result and the Full Time Result.

3 TNFP 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 Competition 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 paragraphs 9.5 and 9.6 below.

5 If in any Match two teams are printed as alternatives in either the left and/or the 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 Competition Date. This will become a Void Match if the relevant team is not decided before that Competition Date.

6. If any Match listed on the Match Listing is not started on the Competition Date, the Pools Panel will meet to agree a notional Result for Full Time and Half Time 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 Competition Date,
- (ii) any Match, which because of exceptional circumstances TNFP 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 9.5 above.

7. TNFP reserves the right to declare a Competition as void if TNFP considers (acting reasonably) that not enough Matches are played on the Competition 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)).

10. DISQUALIFIED ENTRIES

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

- (i) is not accompanied by a Stake,
- (ii) is not received and accepted by TNFP 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 in blue or black ink if the Means of Entry is in writing,
- (vi) is incomplete, incorrectly completed, ambiguous, illegible or indecipherable,
- (vii) is from whatever cause an Entry is torn off or damaged, or
- (viii) there is a breach of any of these Rules

in relation to an Entry.

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

3. TNFP may request that any Winnings paid on a disqualified Entry to be repaid to TNFP and the Customer shall promptly make such repayment.

11. DISPUTES

1. If a Customer wishes to make a complaint regarding the Competition the Customer should submit their complaint in writing as soon as is reasonably practicable. In the first instance, all claims / disputes should be raised with the TNFP 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 Competition 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) or by calling 020 7347 5883.

12. RULE AMENDMENTS

Any amendment to these Rules will be notified online at the Website and in the dividend advert as displayed in such national newspaper as TNFP may select. A Customer's continued participation in the Competition following such notification shall be deemed to constitute their acceptance of the amended Rules. If a Customer participates in the Competition on a Pools Direct basis, the Customer acknowledges and agrees that the amended Rules will apply to all future Entries covered by their Pools Direct coupon (as previously accepted by TNFP) following the notification of such amendment in accordance with this paragraph 12. Pools Direct Customers shall be deemed to have accepted such amended Rules, unless they notify TNFP (using the contact details set out at the end of these Rules) that they do not accept them and therefore wish to cancel their Pools Direct Entry.

To contact TNFP 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 or send a letter to:

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

SCHEDULE

Marking Method for Written Permutations in More than One Column.

TNFP will take the columns in order from left to right. Any Selections from any column to the left will be placed above the Selections from any column to the right except in the following circumstances.

(i) TNFP will use all the columns of any block or section entered above another block or section before all the columns of any block or section entered below it.

(ii) If the blocks or sections are not entered above another TNFP will use all the columns of any block or section entered wholly or partly to the left of another before all the columns of any block or section entered to the right of it.

If a Customer uses any other method to show their permutations, they must give clear instructions to the method or order they wish to use. TNFP will take the way columns are numbered and lettered as instructions showing the order the Customer wishes us to follow. TNFP shall, at its sole discretion, determine whether or not it is able to interpret, accept and apply any alternative Customer instructions.