St Barnabas Lottery Terms and Conditions - Revised April 2016

This lottery is being promoted by and on behalf of St Barnabas Promotions Ltd. All net proceeds from the St Barnabas Lottery go directly towards funding the hospice service which helps and supports people with life limiting conditions and their families, at no cost.

These Terms and Conditions are the Lottery Rules. By entering the lottery entrants agree to be bound by these rules. For the purposes of the Gambling Act 2005 this lottery is defined as a Society Lottery and is licensed by The Gambling Commission. The St Barnabas Promotions staff members responsible for the promotion of this lottery are Mr P H Brandon and Miss D Watson.

- The Gambling Act 2005 confirms that St Barnabas Promotions Ltd has a statutory duty to verify that members and potential members are over the age of 16, the minimum age allowed for anyone to play the St Barnabas Lottery. It is an offence for anyone under the age of 16 years to participate in a lottery. The lottery is only open to UK residents. St Barnabas Promotions Ltd will, where appropriate, carry out checks to verify this requirement including, if necessary, seeking confirmation from relevant agencies that can provide such information.
- New members will be sent a unique, randomly selected (by secure computer software) draw number.
- Each draw number shall be priced at £1.00 per entry. The 34p of calendar monthly subscriptions of £4.34 will fund each 13th week play.
- Payment by Direct Debit (minimum frequency of one calendar monthly) or Standing Order at a payment frequency requested by the member (minimum frequency of 4 weeks) will be paid direct to the Lottery bank account and subsequently allocated to the unique number. Cheque payments sent to the Lottery Office will be allocated to the unique number. Cash payments to a Lottery collector will be returned to the Lottery Office and subsequently allocated to the unique Lottery Number.
- Lottery entry payments will be held in a specific bank account and advance payments for future draws identified so that should the lottery be cancelled, members may be refunded payments for future draws.
- Full payment for each unique number must be received in the form of cash or cleared funds before the unique number can be entered into the draw. Only unique numbers for which full payment has been received are eligible to win a prize. The draw will normally take place each Friday at the premises of our lottery management company.
- All lottery entry sales are final and no refunds shall be made at any time. All members acknowledge that their payment of £1 per unique number to enter the lottery does not guarantee that they will win any prize.
- There will be 44 guaranteed weekly cash winners of prizes totaling £2000 and 1 Rollover prize. For all prizes excluding the Rollover prize, all paid for unique numbers will be entered into the draw and each prize is guaranteed to be won. For the Rollover prize, all numbers available from 000001 to 139999 will be entered into the draw. Should a paid for unique number be drawn, that person will be paid the winning amount. Should a none paid for unique number be drawn, the prize will be rolled over for a maximum of 14 weeks, at which time it will have rolled over to the sum of £7000; at that point only paid for unique numbers will be entered in the draw. At whatever point the rollover prize is won, the following week it will start at the £500.
- Prize winners are notified by post within one week of the draw taking place. The relevant cheque will be made out in the name of the member only. Weekly winning numbers are published in the local media and on our website <u>www.stbarnabashospice.co.uk</u>
- Prize cheques not cashed within 6 months of the date of the cheque will be assumed to be a donation to St Barnabas Hospice Trust.
- All members are solely responsible for providing St Barnabas Promotions Ltd with their accurate and up-todate contact details and the prompt notification of any changes. St Barnabas Promotions Ltd will be in no way

liable for any failure or inability to contact any member due to error, omissions or inaccuracies in the contact details provided by the member.

- Membership cancellation can be carried out at any time, although those received after 1700 hours on a Thursday, will not be actioned until after the weekly draw. Please contact the Lottery Office on 01522 546500 or email us on https://www.lottery@estbarnabashospice.co.uk.
- Where a member cancels in credit the member can opt for the unique number(s) to continue to be entered into the lottery until the credit has expired (any prizes won will be sent by cheque to the named member within 7 working days), or to receive a refund of the credit amount by cheque.
- St Barnabas Promotions Ltd is committed to protecting the privacy of members. Data collected from the member is used lawfully in accordance with the Data Protection Act 1998 and is held in a secure and password protected database within the Lottery Office and the lottery management company. St Barnabas Promotions Ltd will not sell, rent or grant access of any personal data to any third party without express prior permission of the member. Members have the right to access the information held about them. To obtain this information please contact the Lottery Office in writing.
- St Barnabas Promotions Ltd and/or our lottery management company shall not be liable to the member for any loss or damage suffered or arising from:
 - Any delays, failures or theft in the postal service or other delivery method used by St Barnabas Promotions or the member from time to time.
 - Any delays or failures in any software or other systems used by St Barnabas Promotions or our lottery management company for the administration of the lottery.
 - Any delays or failures in the banking system used by St Barnabas Promotions or the member.
 - Any refusal by St Barnabas Promotions Ltd, without giving reason and at our absolute discretion, to accept registration of an individual as a member, or the disqualification or cancellation of a member.
 - Any failure to enter a unique number into the draw.
 - Any event beyond the reasonable control of St Barnabas Promotions Ltd or our lottery management company.
- Any requests for self exclusion from the Lottery can either be telephoned through to the Lottery Office or sent in writing. Please contact the Lottery Office if you require more information. A member who uses this facility will not be able to rejoin the lottery for a minimum of 6 months thereafter.
- All complaints and disputes should be sent in writing to the Lottery Office and will be dealt with in accordance with our policy, a copy of which is available from the Lottery Office and on our website
 <u>www.stbarnabashospice.co.uk</u>. In the event of a complaint or dispute being unresolved, then it will be referred to arbitration. As a member of the HLA, this will be The Independent Betting and Adjudication Service Ltd
 (IBAS). In the event of a dispute regarding the rules the decision of St Barnabas Promotions Ltd shall be final and no correspondence or discussion shall be entered into.
- St Barnabas Promotions Ltd is a member of the Hospice Lottery Association (HLA) and the Lotteries Council which, on behalf of their members, makes a financial contribution towards The Responsible Gambling Trust, an organisation set up with the sole aim of promoting responsible gambling. The HLA website, <u>www.hospicelotteries.org.uk</u> has a page dedicated to the Responsible Gambling Trust, and also to GAMCARE, <u>www.gamcare.org.uk</u> the leading organization that provides practical help to individuals if gambling has become a problem. Further support can be found on the Gamble Aware website, <u>www.gambleaware.co.uk</u> or by contacting their helpline on 0808 8020 133.
- St Barnabas Promotions Ltd reserves the right to amend or modify these terms and conditions without notice and to publish the amended rules.
- The Laws of England and Wales shall govern the interpretation and/or enforcement of these Terms and Conditions and St Barnabas Promotions Ltd and all members hereby submit to the exclusive jurisdiction of the English courts.