



## St Barnabas Promotions Ltd

### Terms and Conditions – St Barnabas Promotions Raffles

St Barnabas Promotions Ltd, trading as St Barnabas Lottery, is a wholly-owned subsidiary of St Barnabas Hospice Trust, and is licensed by the Gambling Commission [www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk), under the Gambling Act 2005, to run a Society Lottery.

All net proceeds from the St Barnabas Promotions Ltd Raffles go direct to St Barnabas Hospice Trust, Registered Charity No. 1053814, to fund the specialist hospice care services provided to adults throughout Lincolnshire with life limiting illnesses, and their families, at no cost to them.

#### Definitions

For the remainder of this document **you/your/entrant** refers to the recipient/buyer, **we/our/us** refers to St Barnabas Promotions Ltd and **Raffle** refers to the named St Barnabas Promotions Raffle only. **Phone** refers to 01522 546 500, **website** refers to [www.stbarnabashospice.co.uk](http://www.stbarnabashospice.co.uk), **email** refers to [Lottery@stbarnabashospice.co.uk](mailto:Lottery@stbarnabashospice.co.uk)

### St Barnabas Promotions Raffle – Winter Raffle 2019

These Terms and Conditions are the Raffle rules for the Raffle named above. By entering the Raffle you agree to be bound by these rules. We reserve the right to amend or modify these Terms and Conditions from time to time.

- For the purpose of the Gambling Act 2005 this Raffle is defined as a Society Lottery.
- To enter the Raffle you must be aged 16 or over and a resident of Great Britain (this does not include the Channel Islands, the Isle of Man or Northern Ireland).
- **It is an offence for anyone under the age of 16 years to participate in gambling.** Under the Gambling Act 2005 we have a statutory duty to verify that potential members of our Lottery and players are 16 years old or over. We require a date of birth for all new Lottery players. Should there be any doubt then further checks will take place, initially by asking for age identification such as a passport or driving licence. If subsequent to you participating in our gambling activity it is discovered that you are aged under 16 no prize will be paid to you, your entry payment will be returned, your membership cancelled and any winning sum will be passed to St Barnabas Hospice as a general donation.
- Each Raffle ticket number is unique to this Raffle.
- If you return unsold Raffle tickets to us the ticket numbers will be deleted from your record and will no longer be associated with you in any way. These tickets may be allocated to a new purchaser at any point during this Raffle period. Should one of these tickets win, the prize is the property of the ticket purchaser.
- As our commitment to responsible fundraising we have set a standard limit of 100 entries per player in this Raffle. If you should wish to purchase more entries than this please contact us.

- You are solely responsible for providing us with accurate and up-to-date personal and contact details and telling us promptly of any changes. We are in no way liable for any failure or inability to contact you due to errors, omissions or inaccuracies in the contact details provided by you. If we become aware that you have moved from the address we hold (e.g. mail returned marked gone away) and our efforts to find new details for you are unsuccessful any returned prizes will be taken as a general donation to St Barnabas Hospice after 6 months.
- St Barnabas Promotions staff are excluded from entering the Raffle; other paid staff, volunteers and trustees of St Barnabas Hospice may purchase tickets and enter.
- We reserve the right not to accept the purchase of Raffle tickets without giving reason and at our absolute discretion. We also reserve the right to disqualify any entrant if we have reasonable grounds to believe the entrant has breached any of these rules.

#### **Payment**

- The cost of each ticket is £1.00.
- Payment can be made by cash, cheque, debit card or postal order. Full payment for each ticket must be received in the form of cleared funds before the ticket can be entered into the draw. Only tickets for which full, cleared payment has been received are eligible to win a prize.
- All ticket sales are final and no refunds shall be made at any time. All entrants acknowledge that their payment of £1 per ticket to enter the Raffle does not guarantee that they will win any prize.
- Any Raffle payment received after the draw has taken place will be treated as a general donation and passed to St Barnabas Hospice.

#### **The Draw**

- The Raffle draw is due to take place at St Barnabas Hospice premises on Wednesday 27<sup>th</sup> March 2019. In unforeseen circumstances we reserve the right to change the draw date without notice. In the event that the draw is delayed it will take place as soon as possible after the published date. You do not need to be present at the draw to win a prize in the Raffle.
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#### **Prizes**

- 1<sup>st</sup> Prize £3000, 2<sup>nd</sup> Prize £500, Runner up prizes 10 x £50
- The 1<sup>st</sup> Prize winner will be notified by phone if possible. All prize winners will be sent a letter and sterling cheque within 7 days of the draw taking place. If the winning ticket does not carry a name and address the prize cheque is made out to the name registered against that ticket number on our Raffle database. If the winning ticket number carries the name and address of a purchaser which is different to the name and address registered on our Raffle database, then the cheque is made out to the name shown on the winning ticket. Prize cheques are posted to the most recent address you have given us.

- Winning ticket numbers are published on our website, usually on the day of the draw, and are on display in St Barnabas Hospice shops and buildings.
- In the event of a prize cheque, for any reason, remaining uncashed 6 months from the date of the cheque, we reserve the right to return the unclaimed prize to St Barnabas Promotions and pass the value of the prize to St Barnabas Hospice as a general donation.

#### Privacy and Data Protection

- We value your support and take the protection of your data very seriously. Data collected from you is used lawfully in accordance with the Data Protection Act 2018. Our Privacy Policy is available on our website or on request from us.
- You have the right to access the information we hold about you. Full details of how to do this are available on our website or on request from us.

#### Complaints or Disputes

- Our Complaint and Dispute Procedure is available on our website or on request from us. This document explains how to complain and our procedure for investigating.
- Our maximum resolution time for a complaint relating to the outcome of a gambling transaction is 8 weeks. In the event that a complaint of this nature cannot be resolved in this period it will be classed as a dispute and we will write to you giving information about how you can escalate your complaint, free of charge, to an independent Alternative Dispute Resolution (ADR) provider if you so wish. As a member of the Hospice Lotteries Association and the Lotteries Council the ADR will be the Independent Betting Adjudication Service LTD (IBAS), PO BOX 62639, London, EC3P 3AS. Tel 020 7347 5883, [www.ibas-uk.com](http://www.ibas-uk.com)
- In the event of a complaint or dispute relating to the Raffle rules our decision shall be final and no correspondence or discussion shall be entered into.

#### Responsible Gambling

- St Barnabas Promotions Ltd is a member of the Hospice Lotteries Association (HLA) and the Lotteries Council. Both organisations make a financial contribution on behalf of their members towards the gambling related charities
  - Gamble Aware - [www.begambleaware.co.uk](http://www.begambleaware.co.uk) committed to minimising gambling-related harm
  - GamCare – [www.gamcare.org.uk](http://www.gamcare.org.uk) providing practical help if gambling has become a problem, via the HelpLine - 0808 8020 133, and NetLine [www.gamcare.org.uk/frontline-services/netline](http://www.gamcare.org.uk/frontline-services/netline)
- You can contact us at any time to request self-exclusion from the St Barnabas Lottery and/or our other Lottery activities. Further information is available on our website or by contacting us. A player who uses this facility will not be able to rejoin the Lottery or play our other activities for a minimum of 6 months and the period can be extended. No promotional material will be sent during this time and also afterwards unless you request and agree to accept such material.

## Liability

- St Barnabas Promotions Ltd shall not be liable to you in contract, tort, negligence or otherwise for any indirect or consequential loss suffered by you in relation to your participation in the Raffle, including the loss of the opportunity to enter the Raffle and/or the chance of winning a prize.
  - 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 for the administration of the Raffle.
  - 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 the purchase of a ticket by an individual or the disqualification of an entrant.
  - Any failure to enter a ticket into the draw.
  - Any event beyond the reasonable control of St Barnabas Promotions Ltd.
- Nothing within these terms and conditions shall create or should be construed as creating any form of contract between any entrant and St Barnabas Promotions Ltd.
- 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 entrants hereby submit to the exclusive jurisdiction of the English courts.

**Promoter:** St Barnabas Promotions Ltd.

**Registered office:** 12 Cardinal Close, Lincoln, LN2 4SY.

**Company No:** 3201001.

**Responsible Persons:** Mr P Brandon & Ms D Watson.