

St Barnabas Promotions Ltd

Terms and Conditions – St Barnabas Promotions Scratch Cards

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, 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/player** refers to the Scratch Card buyer or player, **we/our/us** refers to St Barnabas Promotions Ltd and **Scratch Card** refers to the named St Barnabas Scratch Card Game only. **Phone** refers to 01522 546 500, **website** refers to www.stbarnabashospice.co.uk, **email** refers to Lottery@stbarnabashospice.co.uk

St Barnabas Promotions Scratch Card – Game 3

These Terms and Conditions are the Scratch Card rules for the game named above. By purchasing and/or playing a Scratch Card you agree to be bound by these rules. We reserve the right to amend or modify these Terms and Conditions from time to time. We do not notify you individually but for any material changes an up to date copy of our Terms and Conditions will be available on our website for 28 days before any changes come into effect.

- For the purpose of the Gambling Act 2005 a St Barnabas Scratch Card game is defined as a Society Lottery.
- To participate in any of our gambling activities 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.
- As our commitment to responsible fundraising we have set a limit of 20 Scratch Cards in a standard single purchase in our St Barnabas Shops. Additional quantities may be purchased e.g. as Wedding Favours, by speaking to the St Barnabas Shop Manager or a senior member of staff or contacting the Lottery Office.
- 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, other paid staff, volunteers and trustees of St Barnabas Hospice may purchase Scratch Cards.
- We reserve the right not to accept the purchase of a Scratch Card without giving reason and at our absolute discretion. We also reserve the right to disqualify any player if we have reasonable grounds to believe the player has breached any of these rules.

Payment

- The cost of each Scratch Card is £1.00.
- Scratch Cards may be purchased by Cash, Debit Card or Postal Order.
- All Scratch Card sales are final and no refunds shall be made. All purchasers acknowledge that their payment of £1 per Scratch Card does not guarantee that they or a recipient will win any prize.

Prizes

- Prizes up to £10 in value will be paid in cash at the place of purchase or at any participating St Barnabas Hospice Shop.
- Prizes of £20 upwards are paid by sterling cheque and posted to the winner within 21 days from receipt of the winning Scratch Card in the Lottery Office. The cheque is made out and sent to the name and address written on the winning card.
- 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

- In the event of a complaint or dispute relating to the Scratch Card 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 committed to minimising gambling-related harm
 - GamCare – 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
- 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 St Barnabas Lottery and other Lottery activities, including the loss of the opportunity to enter the St Barnabas Lottery and other Lottery activities and/or the chance of winning a prize suffered or arising from:
 - Any delays, failures or theft in the postal service or other delivery method used by St Barnabas Promotions Ltd or the member from time to time.
 - Any delays or failures in any software or other systems used by St Barnabas Promotions Ltd for the administration of the St Barnabas Lottery and other Lottery activities.
 - Any delays or failures in the banking system used by St Barnabas Promotions Ltd or the member.
 - Any refusal by St Barnabas Promotions Ltd, without giving reason and at our absolute discretion, to accept the registration of an individual as a Lottery player, or the disqualification or cancellation of a player, or refusal of a purchase of a product, or the refusal of entry into a Raffle.
 - 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 player 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.