

St Barnabas Promotions Ltd

Terms and Conditions – St Barnabas Lottery

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 Lottery 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 person holding the Lottery membership, **we/our/us** refers to St Barnabas Promotions Ltd and **Lottery** refers to the St Barnabas Lottery. **Phone** refers to 01522 546 500, **website** refers to www.stbarnabashospice.co.uk, **email** to Lottery@stbarnabashospice.co.uk

These Terms and Conditions are the Lottery rules. By joining and entering the Lottery you agree to be bound by these rules. We reserve the right to amend or modify these Terms and Conditions in a minor way 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.

Membership

- For the purpose of the Gambling Act 2005 the St Barnabas Lottery is defined as a Society Lottery.
- Our Lottery is open to individuals who are aged 16 years 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** Lottery number is unique and created by approved, tested, secure computer software. The number will be issued to you as part of the letter confirming your membership. The letter is your Lottery ticket and should be kept for future reference.
- As our commitment to responsible fundraising we have set a standard limit of 20 entries per player in any single draw. If you wish to purchase more than 20 entries 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, from that point on, your Lottery number(s) may be cancelled with any remaining credit and/or future payments taken as a donation to St Barnabas Hospice. Any returned prizes will be taken as a general donation to St Barnabas Hospice after 6 months.
- A group of individuals may join the Lottery as a syndicate arranged and managed by them. It is advisable for individuals within a syndicate group to take professional advice on syndicate membership and to have in place a formal syndicate agreement in writing before playing. The Lottery membership will be in the name of one individual given to us by the group. We will address any correspondence and prize cheques to that person and it is incumbent upon that person to distribute winnings to the other syndicate members. We do not accept any liability for the actions and agreements made by a syndicate group and will not enter into any communication relating to complaints or disputes regarding the syndicate membership.
- St Barnabas Promotions staff are excluded from playing in the Lottery, other paid staff, volunteers and trustees of St Barnabas Hospice may be members.
- We reserve the right not to accept an application for membership of the Lottery without giving reason and at our absolute discretion.

Payment

- Each draw number costs £1.00 per Lottery entry.
- Payment can be made calendar monthly, quarterly, half-yearly or annually by Direct Debit, standing order (existing only), debit card, or cheque.
- The 34p of a calendar monthly subscription of £4.34 will accumulate for occasions when there are 5 weekly draws in a month. If the amount accumulated is insufficient to cover a 5th weekly draw, the accumulated sum will carry over and the number will miss that draw, and any subsequent draws, until sufficient payment is received.
- Full payment for each number must be received in the form of cleared funds before the number can be entered into the draw. Only numbers for which full payment has been received are eligible to win a prize.
- All Lottery sales are final and no refunds shall be made once the draw has taken place. All members acknowledge that their payment of £1 per number to enter the Lottery does not guarantee that they will win any prize.
- Lottery entry payments are held in a specific bank account and identified as advance payments for future draws.
 - In the event of us ceasing the operation of the Lottery we will refund any remaining player credit to you following the last draw held.
 - In the unlikely event of insolvency these funds are not protected and you would not be able to access any such funds in this eventuality.

The Draw

- The draw takes place at our premises, normally each Friday, using a random number generating system which is approved and appropriately tested. We reserve the right, due to holidays or unforeseen circumstances, to change the draw date without notice. In the event that a draw is delayed it will take place as soon as possible, and before the next scheduled weekly draw.

Prizes

- In each weekly draw there are 45 cash prizes available to be won. 44 are guaranteed to be won in the draw; 1x £1000, 1x £300, 1 x £200, 1x £100 and 40 x £10. The 1x £500 Rollover prize may or may not be won.
- The Rollover prize will increase in value in increments of £500 per Lottery draw until it is won, or until it reaches a total of £7000, whichever is sooner. At £7000 the prize is guaranteed to be won in that draw by a paid for number. When the Rollover prize is won, the following week the Rollover prize will be £500. When the Rollover prize reaches an amount higher than our usual first drawn prize of £1000, the first number randomly generated in each Lottery draw will be awarded the Rollover prize total and the second number drawn will win the standard first prize of £1000 until the Rollover is won.
- Prize winners are sent a letter and sterling cheque within 7 days of the draw taking place. The cheque is made out to the name registered on the Lottery database and sent to the most recent address you have given us. Winning numbers are published on our website, usually on the day of the draw, and displayed in St Barnabas Hospice shops.
- 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 the St Barnabas Lottery and pass the value of the prize to St Barnabas Hospice as a general donation.

Cancellation

- Membership can be cancelled at any time by contacting us. Cancellations received after 12 noon on a Thursday may not be actioned until after the next draw.
- If you pay by standing order it is your responsibility to contact your bank to stop the payments. Should we continue to receive payments from the bank following a cancellation we will write to you at the last known address reminding you to cancel the standing order. Should payments then continue to be received we will make one further attempt to contact you via your bank. If we receive no response to this contact within 60 days then the existing credit and any future payment received will be treated as a general donation to St Barnabas Hospice.
- If you cancel and your account has a credit balance your number(s) will continue to play in the draw until the credit expires unless you advise otherwise. You can request to donate the balance to St Barnabas Hospice as a general donation or if a credit of £10 or more remains you can request a cheque refund. For all cancellations, any amount remaining on your account below £1 will be passed to St Barnabas Hospice as a general donation.
- When we are notified of the death of a player the Lottery account will be suspended pending transfer to a new name, or cancelled with any credit balance refunded by cheque to the deceased estate. In both instances we will require written notification and proof of Executor status. Alternatively any credit balance

may be passed to St Barnabas Hospice as a general donation. If payment was by Standing Order the Executor is responsible for cancelling this with the bank. If we continue to receive payments from the bank following notification of a deceased cancellation we will write to the Executor at the last known address, reminding the need to cancel the payment and advising that the credit and any future amounts received from that time will be treated as a general donation to St Barnabas Hospice.

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 from us on request.
- 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 from us on request.

Complaints or Disputes

- Our Complaint and Dispute Procedure is available on our website or from us on request. 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 Lottery 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 Lottery, including the loss of the opportunity to enter the Lottery 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 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 Lottery number 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 members 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 and Ms D Watson.