**St Barnabas Promotions Ltd**

**Terms and Conditions – St Barnabas Lottery**

Promoter: St Barnabas Promotions Ltd, 12 Cardinal Close, Lincoln, LN2 4SY

St Barnabas Promotions Ltd, trading as St Barnabas Lottery, is a wholly-owned subsidiary of St Barnabas Hospice Trust (Lincolnshire). Registered Charity no. 1053814. Registered Office: 36 Nettleham Road, Lincoln, LN2 1RE

St Barnabas Promotions Ltd is licensed and regulated in Great Britain by the Gambling Commission under account number [4896](https://registers.gamblingcommission.gov.uk/4896).

Responsible Persons: Mr C Glazer, Mrs D Laking, Mr C Wheway

The draws take place each Friday at the StarVale Head Office (St Barnabas Lottery, PO BOX 653, Galgate, Lancaster, LA2 0XB). StarVale Management & Technologies Ltd, is a registered External Lottery Manager licensed and regulated in Great Britain by the Gambling Commission under account number [3273](https://registers.gamblingcommission.gov.uk/3273).

1. Your purchase of St Barnabas Lottery entries is from St Barnabas Promotions Ltd (“The Promoter”), solely in accordance with the terms under which the Charity from time to time promotes its lotteries.
2. All profits from the Lottery go to St Barnabas Hospice Trust (Lincolnshire), to fund the specialist hospice care services provided to adults throughout Lincolnshire with a terminal illness, and their families, at no cost to them.
3. You represent and agree that; a) You are 18 years- of age or over b) You are a resident of Great Britain or Northern Ireland c) You will not buy or purport to buy an entry to this lottery on behalf of anybody under the age of 18 d) You will provide accurate entry information, including your name, personal address and telephone number and accept that it is your responsibility to keep us informed of any changes as soon as they arise.
4. You agree that you shall not be entitled to receive any prize if you are unable to substantiate to the Promoter your representations under paragraphs 3 (a), (b) (c) and (d) above.
5. Entry is open to residents of mainland Great Britain and Northern Ireland only (this excludes Isle of man and The Channel Islands). License holders directly involved in the running of St Barnabas Lottery are excluded.
6. You accept that as St Barnabas Lottery is licensed and regulated in Great Britain by the Gambling Commission (www.gamblingcommission.gov.uk) and that in certain circumstances we may be unable to provide refunds or replacements once you have purchased your lottery entries. Account Number: 4896
7. The prizes for St Barnabas Lottery are printed on the tickets in the leaflets provided and are advertised on the St Barnabas Lottery website stbarnabashospice.co.uk/lottery. There are no alternatives to any prize and no interest is payable. Prizes will be paid by cheque and posted to the winners within 14 days. Entrants will be notified as to any change in the prize structure.
8. We will write to confirm your entry in the St Barnabas Lottery and the date of your first entry, within 14 days. The letter will also contain your unique draw number(s). Please note that it will take time to process your application and therefore it may take up to 14 days before you are entered into the Lottery. Where the payment method is by Direct Debit, the Direct Debit must be set up and activated before entry into the draw.
9. The cost of each entry is £1 per play. Members may purchase more than one entry and payment must be made in advance by one of the methods permitted. Players’ lottery entry money (which has the same definition as ‘customer funds’ as defined in clause 4 of the Gambling Commission’s Licencing Conditions and Codes of Practice) will be held in a separate bank account so that, in the unlikely event of the insolvency of St Barnabas Promotions Ltd, such funds will be protected.
10. £5 per entry per month subscription will ensure that you never miss a draw and any excess pence that doesn't play in a draw will be gratefully accepted as a donation by St Barnabas.
11. The Promoter may (without giving any reason or notice at its absolute discretion) decline to accept an application, cancel an existing subscription, or terminate or suspend the lottery scheme.
12. The Promoter will conduct the weekly lottery draw every Friday. The draw will be made utilising a Random Number Generator (RNG) that has been tested and approved by an independent, Gambling Commission approved, third-party test house.
13. The winning numbers will be on the St Barnabas Lottery website stbarnabashospice.co.uk/lottery, and will be available via the Lottery Office Helpline from the following working day. Please telephone 01522 546500 (Monday-Friday 9.00 a.m. – 5.00 p.m.).
14. Prizes will be automatically paid out to the winners by cheque, using the contact details provided. There is no need to contact the Promoter to claim a prize. Any cheques remaining uncashed for over 6 months will be cancelled and the unclaimed prizes will be treated as a donation to St Barnabas Hospice
15. No liability is accepted for the loss, theft or delayed receipt of any communication.
16. Nothing in these terms and conditions shall limit the Promoter’s liability for death or personal injury caused by its negligence, fraud or for any other matter for which liability may not be limited by law.
17. The Promoter is not liable to you for: a) Loss or damage, including the right to receive a prize, suffered by you if you have not complied with these rules, any relevant participation instructions, or the rules and regulations of the Gambling Commission under legislation laid down in the Gambling Act 2005; b) The Promoter’s failure or inability to contact you and/or award any prize due to any errors, omissions or inaccuracies in the contact details you have provided or your failure to update these if they change; c) Loss or damage incurred by you in connection with or arising from the participation in the St Barnabas Lottery; d) Any delays or failures in the St Barnabas Lottery website or any software, hardware or any other systems used by the Promoter for the administration of the St Barnabas Lottery; and e) Any failure or delay beyond the Promoter’s reasonable control.
18. The Promoter is not liable to you in contract, tort (including but not limited to negligence) or otherwise in connection with St Barnabas Lottery for loss of venue, contract, profits, anticipated savings or loss of data, any special or indirect or consequential losses or any loss of goodwill or reputation.
19. All warranties, conditions or guarantees relating to the St Barnabas Lottery made by or on behalf of the Promoter whether express or implied by law, in the course of dealings or otherwise, are excluded to the maximum extent permitted by law.
20. The Promoter’s liability to you shall be limited to the amount of any prize which has become due to you.
21. The Promoter is not responsible for any delay in bank payments.
22. Any cancellation of an existing subscription will not affect your prior purchase St Barnabas Lottery entries nor your rights as a holder of such entries, providing that you have complied with the foregoing obligations.
23. If you choose not to continue playing, you may cancel at any time by notifying the Promoter by post, email or by telephone. Any subscriptions you may have paid in advance will continue to play in the St Barnabas Lottery until your credit expires, unless you specifically request a refund. Any advance payments under £1 will be treated as a donation.
24. You may be asked for a quote and photograph for marketing purposes.
25. The Promoter reserves the right to use winner’s names for promotional purposes. These will only be used in summary e.g. Mr W from Lincoln.
26. The Promoter is not liable for any lost, stolen, delayed, incomplete or illegible entries, or entries that reach us after the closing date, or for any delay in bank payments. Proof of posting is not proof of delivery.
27. St Barnabas 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 can be requested on 01522 540 300. 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 01522 540 300.
28. The Promoter operates a Complaints And Disputes Procedure which is available via the St Barnabas Hospice lottery website, stbarnabashospice.co.uk/lottery and which will also be made available to customers upon request.
29. St Barnabas Hospice is committed to ensure that information about how to gamble responsibly and how to access information and help in respect of problem gambling is readily available to all. Please refer to the Responsible Gambling Guide on the St Barnabas Hospice website stbarnabashospice.co.uk/lottery or request further information via the Lottery Helpline on 01522 546500.
30. The Promoter’s decisions made pursuant to the Rules shall, once made, be final and binding.
31. These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.