

## St Clare Hospice Lottery Terms and Conditions

The purpose of the Lottery is to raise funds to advance the objectives of St Clare Hospice as recorded in its Memorandum of Association.

### Joining Information

New members will be sent a unique randomly selected draw number(s) created by approved computer software (Wintower Lottery Systems), and a personal membership number. The promoter reserves the right to reject any application.

### Privacy

St Clare Hospice promises to protect your personal data and not to misuse it. We will not share this information with any external third party. Unless otherwise indicated by yourself we may occasionally send you information to keep you up to date with the work that your contributions help to fund. Details of all winners and of all other members' personal details remain confidential in line with the current Hospice Confidentiality and Data Protection Policy.

We will comply with all Data Protection Act requirements and protect your personal data, as well as securely storing bank or credit/debit card information.

St Clare Hospice cannot accept any liability for any delays, loss or theft of anything sent by collectors, post, email or fax, or for any delays in the banking system.

### Age and Residence Verification

The requirements of the Gambling Act 2005 mean that St Clare Hospice now has a statutory duty to verify that potential members are 16 years old or over. By submitting your request to join the lottery you are agreeing to St Clare Hospice carrying out checks in any way it may deem appropriate. This may include references to credit and government agencies.

The participant may make any alterations in the nature of the membership of the Lottery upon notification to the Lottery; for example, a change of address.

### Payment

Players may pay by cash, credit/ debit card, Direct Debit or Postal Order. In return for your subscription payment of your random 'membership number' you will be entered into the weekly draw which is normally carried out every Friday, except when not possible due to seasonal holidays or operational circumstances.

The weekly cost is £1 and is payable in advance. If you pay £4.34 or multiples thereof by calendar month (Direct Debit members) then each 34p per entry will accumulate in your account over three months to fund the thirteenth week in every quarter of a year resulting from some months having 5 weeks in them.

Direct debits may be set up over the phone or by written mandate. Your regular payments will continue until you cancel.

The promoter will take all reasonable steps to ensure payment received into its bank account is considered as a stake in the draw. In the event of ambiguous credits into the bank account the promoter will take reasonable steps to confirm the intention of these monies from the sender of these monies and act accordingly.

Card payments will be accepted either face to face, in the lottery office, by mail order or via telephone. The player

must be the cardholder. The promoter will not take any card payments without permission from the cardholder. The promoter will hold a record of any and all transactions.

In the event of a member disputing the validity of a card payment transaction made against them, the promoter will progress an investigation into the complaint and if appropriate make a refund. If a transaction is shown to be incorrect the promoter will make a refund to the member on their card for the full amount of this transaction irrespective of the number of draws that player had enjoyed during the participation of in that prevailing period.

If the transaction is made by mail order then the following will apply. In the event of the player being new to the lottery the promoter will confirm their opening subscription in writing. In the event of the transaction failing the promoter will inform the prospective player of this failure and would expect to include reasons for this failure. The prospective player will be asked whether they still wish to become a player of the lottery and if so would need to supply an opening payment.

In the event of the player renewing their existing subscription it will be assumed that the transaction has succeeded and the promoter will not notify confirmation to the player. In the event of the transaction failing the promoter will inform the player of this failure and would expect to include reasons for this failure. The player will be asked whether they wish to play the lottery and that if so would need to supply another payment.

If the transaction is conducted via telephone the following will apply. The player will be informed during the call if the transaction has succeeded or failed. If this player is a new player to the lottery they will be sent confirmation of their participation in the lottery. If this player is an existing member renewing their subscription they will not be sent any confirmation of the transaction.

Subscriptions to the Lottery do not attract Gift Aid.

### Cancellation

If you wish to cancel your Lottery membership, you may do so at any time. Cancellations received after 17.00 hours on a Thursday evening may not be actioned until after the following draw. Please note upon cancellation, that St Clare Hospice will treat any remaining balance under £10 as a donation to the charity unless otherwise informed by the member. Please contact the lottery office on 01279 773730 or email us on [lottery@stclarehospice.org.uk](mailto:lottery@stclarehospice.org.uk)

Players pay in advance for a number of chances in a series of draws. Once a payment for a number of weeks has been made it will be the promoter's decision as to whether a refund can be made on this subscription. Players may stop participation in the draw at any time and no notice is required to the promoter. In the event of a player wishing to stop playing and having a sum of money held by the promoter as a stake for future draws, the promoter may at their discretion refuse a refund of this advance payment. The refund could, in any event only be made for the value of the initial payment less any chances used in the interim period and less administration costs incurred. Refunds can only be made in exceptional circumstances. The promoter will contact existing and past players in order to ascertain whether they wish to continue participation in the draw.

### Complaints and Disputes

All complaints and disputes will be dealt with in accordance with our policy. In the event a complaint cannot be resolved then it will be referred to arbitration. As a member of the Hospice Lotteries Association this will be The Independent Betting Adjudication Service Ltd (IBAS).

### Prizes and Notification

You will be notified in writing of any prize that you win within one week of the draw. Our winning weekly numbers are published in local papers and on our website. There are no alternatives to any prize and no interest is payable. The first prize is £1,000 guaranteed, second prize £200 (Rollover Prize\*), third prize £75, fourth prize £25, plus 20 prizes of £10.

The promoter may choose to amend this prize structure with agreement from the appropriate Hospice board, and

publicise this change accordingly.

Prizes will be in the form of cheques and made payable in the member's name as indicated on their application, this will be sent with a notification letter. Should one individual represent a particular syndicate and apply to have a number(s) in their name, the Lottery will make any prize cheque due to this individual and it is incumbent upon them to distribute the winnings to the syndicate members. Clubs or syndicates may apply to join, but it should be noted in the event of a prize cheque being made out the cheque will be payable in the name of this club, and not to an individual. The cheques are mailed direct to the winning member's address as recorded on their application.

The promoter is not responsible for any delay in bank payments. No liability is accepted for the loss, theft or delayed receipt of any communication sent by post.

*\*Rollover prize – if this is not won, it rolls over each week to a maximum of £10,000 when it becomes a guaranteed win.*

### Right to Amend

St Clare Hospice reserves the right to amend or modify these terms and conditions without notice.

### Responsible Gambling

St Clare Hospice is a member of The Hospice Lotteries Association, which on behalf of its members makes a financial contribution towards the Responsible Gambling Trust <http://www.responsiblegamblingtrust.org.uk/>, an organisation set up with the sole aim of promoting and encouraging responsible gambling.

The Hospice Lotteries Association website has a page dedicated to the Responsible Gambling Trust <http://www.hospicelotteries.org.uk/responsible-gambling> and also GamCare <http://www.gamcare.org.uk/>, the leading organisation that provides practical help to problem gamblers. Further support can be found on the Gamble Aware website [www.gambleaware.co.uk](http://www.gambleaware.co.uk)

St Clare Hospice is a registered charity: No.1063631

No employed member of St Clare Hospice whose normal place of work is the Lottery Office may play the Lottery. All other paid staff, volunteers and trustees of the St Clare Hospice may play the Lottery.

These terms and conditions may only be amended on the agreement of the appropriate Hospice Board.

Promoter: Elizabeth Palfreman, St Clare Hospice Trading Company, Hastingwood Road, Hastingwood, Essex CM17 9JX. Telephone: 01279 773730.

Registered Company No. 2951374

Licensed and regulated by the Gambling Commission [www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk)

For more information please email us at [lottery@stclarehospice.org.uk](mailto:lottery@stclarehospice.org.uk) or visit our website: [stclarehospice.org.uk](http://stclarehospice.org.uk)