

Hospice in the Weald Lottery Terms and Conditions

- 1. These terms and conditions are the Lottery Rules. By entering the lottery, entrants agree to be bound by these rules.
- 2. This lottery is being promoted on behalf of Hospice in the Weald, registered charity no. 280276.
- 3. For the purpose of the Gambling Act 2005, this lottery is defined as a 'Society Lottery.'
- 4. This lottery is licensed by the Gambling Commission.
- 5. To enter the lottery, you must be resident in the UK and aged 18 or over.
- 6. There will be 43 weekly cash prizes winners although additional prizes could be offered from time to time.
- 7. All tickets shall be priced at £2.
- 8. All lottery entry sales are final and no refunds shall be made at any time. All entrants acknowledge that their payment of £2 per ticket to enter the lottery does not guarantee that they will win any prize.
- 9. The draw for the prizes will be made at our premises to be held Friday weekly. You do not need to be present at the draw to win the lottery. However a list of winners will appear on our website and are available by phoning us on 01892 820533.
- 10. If a cash prize is awarded, this will be made by cheque in the name of the entrant only.
- 11. Hospice in the Weald reserves the right in exceptional and unforeseen circumstances to substitute any of the non-cash prizes acquired for the lottery for a similar prize at Hospice in the Weald's absolute discretion.
- 12. Full payment for each ticket must be received either in the form of cash or cleared funds before the ticket can be entered into the draw. Only tickets for which full payment has been received either in the form of cash or cleared funds is eligible to win the prize.
- 13. In the event of insolvency, any advance payment made by a lottery member are not protected and the lottery member will not be able to access these funds.
- 14. Winners' cheques will be dispatched by post and details of the winners will be made available on the Hospice in the Weald website. Any cheques remaining uncashed for over 6 months will be cancelled and the unclaimed prizes will be used to fund the work of Hospice in the Weald.
- 15. All entrants are solely responsible for providing Hospice in the Weald with their accurate and up-to-date contact details and Hospice in the Weald will be in no way liable for any failure or inability to contact any entrant due to any errors, omissions or inaccuracies in the contact details that the entrant has provided. In the event that an entrant changes their contact details, they will be solely responsible for advising Hospice in the Weald of the change.
- 16. By accepting the prize, the winner agrees to take part in promotional activity and Hospice in the Weald reserves the right to use the name and address of the winner, their photograph and audio and/or visual recordings of them in any publicity unless prior notification has been received. For more information about how Hospice in the Weald uses personal data, see our Privacy Policy.
- 17. Each game number is unique. A randomly selected game number will be issued with the confirmation of entry. Any member may subsequently request an alternative game number if they wish at any time and this will be issued providing that it has not already been allocated to an existing member.

- 18. Lottery membership can be cancelled at any time by notifying Hospice in the Weald in writing, by phone or via e-mail.
- 19. Hospice in the Weald shall not be liable to the member for any loss or damage suffered or arising from:-
 - any delays or failures in the postal service or other delivery methods used by Hospice in the Weald or the member from time to time.
 - any delays or failures in any software or other systems used by Hospice in the Weald for the administration of the lottery.
 - any delays or failures in the Banking system used by Hospice in the Weald or the member.
 - any refusal by Hospice in the Weald to accept registration of an individual as a member or the cancellation of a member.
 - any failure to enter a chance into the draw.
 - any event beyond the reasonable control of Hospice in the Weald.
- 20. Nothing within these terms and conditions shall create or should be construed as creating any form of contract between any entrant and Hospice in the Weald.
- 21. Any complaints relating to the lottery should be sent in writing to Hospice in the Weald giving full details of the complaint and supporting documentation. A full copy of our comments and complaints policy is available on request. The Complainant may refer the matter to the Independent Betting Adjudication service (IBAS). IBAS acts as an impartial adjudicator on disputes that arise between gambling operators who are registered with IBAS and their customers. Through the Hospice Lotteries Association we are registered with IBAS, complainants may register their complaint with them but only after Hospice in the Weald's full complaint procedure has been completed. IBAS, PO Box 62639, London EC3P 3AS. Telephone number 020 7347 5883. www.ibas-uk.com
- 22. Hospice in the Weald is committed to protecting the member's privacy. Data that is collected from the member is used lawfully in accordance with the Data Protection Act 1998 and is used solely for the purpose of processing lottery chances, subsequent entry into the lottery draw, and informing winners that they have won a prize. Please see our GDPR policy for full details.
- 23. Any member has the right to access the information held about them. To obtain this information, please contact Hospice in the Weald in writing.
- 24. Hospice in the Weald will not sell, rent or grant access of any personal data to any third party without express prior permission.
- 25. In the event of any dispute regarding the rules, the decision of Hospice in the Weald shall be final and no correspondence or discussion shall be entered into.
- 26. Hospice in the Weald reserves the right to amend these rules at any time. If Hospice in the Weald does this, it will publish the amended rules.
- 27. Hospice in the Weald reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these rules.
- 28. The Hospice in the Weald members responsible for the promotion of the lottery are Gemma Hill and Sarah Bowes.
- 29. Hospice in the Weald 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 loss of the opportunity to enter the Lottery and / or the chance of winning a prize).
- 30. Each entrant should retain a copy of these Terms and Conditions for their reference.
- 31. This lottery is a form of gambling and entrants are encouraged to gamble sensibly. Hospice in the Weald is a member of the Lotteries Council and the Hospice Lotteries Association, and a contribution is made through this membership to the Responsible Gambling Trust, which raises funds to support research, education and treatment of problem gambling. For more information and advice about responsible gambling, please visit www.gambleaware.co.uk.
- 32. A copy of these rules may be obtained by sending a stamped addressed envelope to Hospice in the Weald at the address above.
- 33. The Laws of England and Wales shall govern the interpretation and/or enforcement of these Terms and Conditions and Hospice in the Weald and all entrants hereby submit to the exclusive jurisdiction of the English courts.

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