

TEESSIDE HOSPICE LOTTERY FULL TERMS AND CONDITIONS

All profits raised from the Lottery will go directly to Teesside Hospice, funding care and support to local people suffering from cancer and other life limiting illnesses.

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 by Teesside Hospice on behalf of Teesside Hospice Care Foundation.

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. <u>www.gamblingcommission.gov.uk</u>

5. To enter the lottery, you must be resident in Great Britain and aged 18 (eighteen) or over.

6. All tickets shall be priced at £1.00.

7. There will be 33 guaranteed weekly cash prize winners, although additional prizes could be offered from time to time. Teesside Hospice 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 their absolute discretion.

8. It is not possible for the purchaser of a ticket in the lottery to win by virtue of that ticket (whether in money, money's worth, or partly the one and partly the other) more than £10,000; or if more, 10% of the proceeds of the lottery.

9. All subscriptions received at £1.00 per week, payable in advance, will be entered into the weekly draw using the unique lottery membership number. All lottery entry sales are final and no refunds shall be made at any time. All entrants acknowledge that their payment of £1.00 per week to enter the lottery does not guarantee that they will win any prize.

9.1 Advance payments are protected in the event of insolvency by virtue of such monies being held by Teesside Hospice Care Foundation in an elected deposit account separate from the operating bank account of the charity. This meets the UKGC's requirements for the segregation of customer funds at a level of basic protection. The financial conduct of the organisation is audited by independent external auditors. 10. The draw for the prizes will be held every week and are selected via an 'Electronic Random Number Generator'. You do not need to be present at the draw to win a prize in the lottery. A list of the winning numbers will appear on our website each week <u>www.teessidehospice.org</u>

11. If a cash prize is awarded, this will be made by cheque in the name of the entrant only.

12. Full payment for each ticket/chance must be received before the ticket/chance can be entered into the draw. Only tickets/chances for which full payment has been received either in the form of cash or cleared funds are eligible to win the prize.

13. The winners of the lottery prizes will be notified by letter.

14. All entrants are solely responsible for providing Teesside Hospice with their accurate and up todate contact details and Teesside Hospice will be in no way liable for any failure or inability to contact any entrant due to any errors, omission 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 Teesside Hospice Lottery of the change.

15. By accepting the prize, the winner agrees to take part in promotional activity and Teesside Hospice reserves the right to use the name and town of the winner, their photograph, audio and/or visual recordings of them in any publicity including press, web, digital and social media, unless prior notification has been received.

16. Each game number is unique. Any member may subsequently request an alternative game number if they wish at any time. Each game number is allocated by Teesside Hospice.

17. Lottery membership can be cancelled at any time by notifying Teesside Hospice in writing, by phone or by e-mail. Teesside Hospice reserve the right to cancel membership if payments are not received and all reasonable efforts have been made to contact the member have proved to be unsuccessful.

18. Teesside Hospice reserve the right not to accept an application, or to cancel an existing subscription and at our absolute discretion. Any such rejection or cancellation may be reconsidered on submission of a written appeal to the Director of Income Generation within 7 days. The decision of the Director of Income Generation will be final.

19. Teesside Hospice shall not be liable to the member for any loss or damage suffered or arising from:-

a. Any delays or failures in the postal service or other delivery methods used by Teesside Hospice or the member from time to time.

b. Any delays or failures in any software or other systems used by Teesside Hospice for the administration of the lottery.

c. Any delays or failures in the Banking system used by Teesside Hospice or the member.

- d. Any refusal by Teesside Hospice to accept registration of an individual as a member.
- e. Any failure by Teesside Hospice to administer the cancellation of the member.
- f. Any failure to enter a chance into the draw.
- g. Any event beyond the reasonable control of Teesside Hospice.

20. Nothing within these terms and conditions shall create or should be construed as creating any form of contract between any entrant and Teesside Hospice.

21. Any complaints relating to the lottery should be sent in writing to Teesside Hospice giving full details of the complaint and supporting documentation, where they will be dealt with in accordance with our complaints policy, a copy of which is available at our Head Office and will be provided upon request.

In the event that a complaint relating to the outcome of a gambling transaction cannot be resolved internally, then it will be classed as a dispute and referred to arbitration.

As a member of the Hospice Lotteries Association, any disputes relating to our draws will be handled by the Independent Betting Adjudication Service (IBAS) Telephone No: 020 7347 5883 email adjudication@ibas-uk.co.uk

22. Teesside Hospice 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.

By playing Teesside Hospice Lottery, you will automatically be opted-in to receive communication from the Hospice unless Teesside Hospice is notified otherwise.

23. Any member has the right to access the information held about them. To obtain this information, please contact Teesside Hospice in writing.

24. Teesside Hospice will not sell, rent or grant access of any personal data to any third party.

25. In the event of any dispute regarding the rules, the decision of Teesside Hospice shall be final and no correspondence or discussion shall be entered into.

26. Teesside Hospice reserves the right to amend or modify these rules at any time. If these rules are amended or modified, Teesside Hospice will publish the amended rules via Teesside Hospice website <u>www.teessidehospice.org</u>

27. Teesside Hospice reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these rules.

28. Neither Teesside Hospice nor our lottery management company shall be liable to you in contract, tort and 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).

29. Teesside Hospice is a member of the Hospice Lotteries Association, who on behalf of its members, makes a financial contribution to GambleAware, www.gambleaware.co.uk an organisation that provides practical help to problem gamblers. Further support can be found by calling the National Gambling Helpline Freephone – on 0808 8020 133.

30. An instruction to be self-excluded, as defined in the Gambling Act 2005, from the lottery or any one off prize draws we may hold in the future may be submitted in writing, by email, by phone or in person at the lottery office. The minimum self-exclusion period is of a duration of not less than 6 nor more than 12 months.

31. A copy of these rules may be obtained by sending a stamped addressed envelope to: Teesside Hospice, 410 Linthorpe Road, Middlesbrough TS5 6HF.

32. The Laws of England and Wales shall govern the interpretation and/or enforcement of these Terms and Conditions and Teesside Hospice and all entrants hereby submit to the exclusive jurisdiction of the English courts.

33. Tickets bought in shops will be provided in the form of a till receipt at the point of purchase. It is your responsibility to check at point of purchase that the information on your ticket is readable, to request a replacement if it is not and to keep your ticket safe and in good condition. We cannot reissue the ticket once you have left the till.

Licensed & Regulated by The Gambling Commission. www.gamblingcommission.gov.uk Current Licence No. 005231

Promoter: by Teesside Hospice Trading Ltd on behalf of Teesside Hospice Care Foundation, 410 Linthorpe Road, Middlesbrough TS5 6HF

Responsible Persons: Angie Wardle. Registered Charity No. 512875.