

Terms & Conditions for the Pendleside Hospice Lottery

These Rules refer to the “Pendleside Hospice Lottery” and are subject to change from time to time.

These Rules, together with any specific terms or conditions as relevant to the Pendleside Hospice Lottery (whether displayed in promotional materials or otherwise) apply to all Members in the Lottery. By entering the Lottery, Members agree to be bound by these Rules, the privacy policy and, where applicable, the social responsibility policy, each of which can be found at www.pendleside.org.uk

Each Member should retain a copy of these Rules for their reference. If a member does not agree to comply with these rules, policies, or procedures then they should not enter the Lottery.

1. Introduction

- 1.1. The Lottery will be operated as a subscription-based Large Society Lottery under the Gambling Act 2005.
- 1.2. Pendleside Hospice is licensed and regulated in Great Britain by the Gambling Commission under account number 5174.
- 1.3. The Lottery is promoted by the Promoter and conducted for the benefit of Pendleside Hospice, a charity registered in England and Wales (700993) Pendleside, Colne Road, Burnley BB10 2LW.
- 1.4. The person responsible for the promotion of the Lottery is Helen McVey, Lottery Manager, Pendleside Hospice, Colne Road, Reedley. BB10 2LW.
- 1.5. The Lottery is managed by Sterling Management Centre Limited, an External Lottery Manager licensed and regulated in Great Britain by the Gambling Commission under account number [3137](#).
- 1.6. All Members in the Lottery must be aged 18 years of age or over and be a resident of Great Britain. Pendleside Hospice reserves the right to ask for proof of age of any player and claimant of a Prize. If a player signs up and does not comply with this, then their entries will not be processed and will be refunded.
- 1.7. Any amendments the Rules are published on our website www.pendleside.org.uk prior to the changes coming into effect, and a copy will be lodged with the Gambling Commission as necessary. Pendleside Hospice reserves the right to amend the terms and conditions at any time.

Definitions

“Act”	The Gambling Act 2005
“Chance”	The entry into the Lottery
“Draw”	The process by which winners are selected
“Game Number”	The 6-digit number unique to each Member and to each Chance that is entered in the Draw
“Lottery”	The Pendleside Hospice Lottery
“Member”	An individual who has registered with the Lottery
“Prize ”	A prize awarded pursuant to the Lottery
“Promoter”	Pendleside Hospice, a charity registered in England and Wales (700993) Pendleside, Colne Road, Burnley BB10 2LW.
“Rollover”	A Rollover occurs when a prize is not won in a Draw. The funds are added to the following Draw(s)
“Rules”	The rules of the Pendleside Hospice Lottery as set out below and amended from time to time

2. Entry into the Lottery

- 2.1. The Lottery is promoted in accordance with the Act, as amended, throughout Great Britain. To comply with the Act, during the purchase of Lottery Chances you will be required to confirm that you are at least 18 years of age and reside in Great Britain.
- 2.2. If, upon winning any Prize in the Lottery, you cannot prove that you have met the criteria in 2.1 above then you will not be entitled to receive that Prize.
- 2.3. By entering the Lottery, you agree to be bound by the Rules and applicable provisions of the Act and any relevant regulations made thereunder from time to time. Pendleside Hospice shall not be liable for any

loss or damage (including loss of the opportunity to enter the Lottery and/or the right to receive a Prize) suffered by you if you have not complied with the Rules. The Rules may be amended by Pendleside Hospice from time to time.

- 2.4. This Lottery is a form of gambling. Members are encouraged to gamble sensibly. Should gambling become a problem, we recommend you contact the Gamble Aware helpline on 0808 8020 133 or visit the website www.gambleaware.org.
- 2.5. The maximum number of entries any individual Member will be permitted to purchase in any one Draw is 10.
- 2.6. Any employee of our External Lottery Manager is not permitted to enter the Pendleside Hospice Lottery. Pendleside Hospice staff may participate in the Lottery.

3. Registration with the Lottery

- 3.1. You can enter the Pendleside Hospice Lottery by the completion of an application form either online at <https://www.pendleside.org.uk/play-our-lottery> via one of our face-to-face canvassers or by completing our Lottery registration leaflet.
- 3.2. Registration will require you to provide the following information:
 - 3.2.1. Your name and address, so that we can write to you and confirm your entry into the Lottery and contact you if you have won a Prize.
 - 3.2.2. Confirmation that you are over the age of 18 to ensure compliance with the Rules.
 - 3.2.3. The number of Chances in the Lottery you wish to purchase.
- 3.3. You will also be asked to provide the following information:
 - 3.3.1. Your contact telephone number (optional)
 - 3.3.2. Your date of birth
 - 3.3.3. Your mobile phone number (optional)
 - 3.3.4. Your email address
 - 3.3.5. Your residential address
 - 3.3.6. Verified payment method to purchase your Chances
- 3.4. Pendleside Hospice shall be entitled to take any steps necessary to verify the above information and to process your registration. Pendleside Hospice may in its absolute discretion refuse to accept an application for an individual to become a Member of the Pendleside Hospice Lottery.
- 3.5. Following registration, Pendleside Hospice will send you confirmation of your entry. If you have chosen to pay by Direct Debit you will receive an Advance Notice Letter. The confirmation will specify your Lottery Number and the date of the first Draw into which you will be entered. It will also confirm your name, address and any other details provided by you to Pendleside Hospice as part of your registration.
- 3.6. It is the Member's responsibility to ensure that the personal information Pendleside Hospice has on record is accurate.
- 3.7. If a member discovers any error in their name, address or any other details provided to Pendleside Hospice as part of your registration when you receive your confirmation then you must correct this by notifying Pendleside Hospice in writing (refer to contact details at the bottom of the Rules) or by email pendleside@weeklylottery.co.uk. Pendleside Hospice will make required corrections as soon as reasonably possible. Pendleside Hospice shall not be liable for any loss or damage (including loss of the opportunity to enter the Lottery and/or the right to receive a Prize) suffered by a Member until such correction has been made. Any correction notified to Pendleside Hospice shall only become effective once the correction has been made.
- 3.8. Each Pendleside Hospice Lottery number is unique. A randomly selected Lottery number will be issued to you in your confirmation of entry. You may subsequently request an alternate randomly selected Lottery number. We regret that we are unable to issue specifically requested Lottery numbers.

4. Payment

- 4.1. Payment for Chances may be made by the following methods:
 - 4.1.1. Direct Debit – information required will include your bank account details together with a completed Direct Debit mandate

- 4.1.2. Cheque- made out to Pendleside Hospice.
- 4.1.3. Any other method of payment made available by Pendleside Hospice from time to time
- 4.1.4. Standing Order – for existing players only. In instances where funds are received and there are insufficient details to allocate these funds to a specific member Pendleside Hospice reserves the right to treat these funds as a donation.

4.2. Credit cards are not an accepted form of payment

5. Chances

- 5.1. The price for each Chance is £1.00
- 5.2. Your Chances and associated Game Number(s) will not be entered into the Draw unless Pendleside Hospice has received all amounts payable (cleared funds) relating to your Game Numbers by Wednesday am of that week's draw. If there is a dispute regarding whether Chances have been paid for then such dispute shall be resolved by reference to details included in official statements from the bank with which the Pendleside Hospice Lottery's bank accounts operate.
- 5.3. Direct Debit payments will be entered into the first available Draw three working days after the collection has been made from a member's bank account. You will be notified of your first Draw date in writing.
- 5.4. You may cancel your entry into the Lottery by notifying Pendleside Hospice in writing (refer to contact details at the bottom of the Rules) or by email pendleside@weeklylottery.co.uk. Upon receipt of your cancellation request Pendleside Hospice will cancel future Direct Debit payments as soon as reasonably practicable.
- 5.5. Any payments made prior to such cancellation taking effect, but which have not been used to pay for Chances in previous Draws will be used to pay for entry of your Chances into future Draws until there are insufficient funds to enter future Draws.
- 5.6. Any funds under the amount of £1 left in your lottery account following cancellation will be gratefully treated as a donation to Pendleside Hospice.
- 5.7. Pendleside Hospice may cancel a member's entry into the Lottery (in its absolute discretion) at any time. Pendleside Hospice will notify the Member accordingly as soon as reasonably practicable and will reimburse the Member for any amounts paid but have not been entered into a Draw. Other than the reimbursement of any such amounts, Pendleside Hospice shall not be liable for any loss or damage (including loss of the opportunity to enter the Lottery and/or the right to receive a Prize) suffered by you in relation to such cancellation.
- 5.8. We are required by our Gambling Commission licence(s) to inform Members about what happens to funds which we hold on to account for you in the event of insolvency. We hold customer funds separate from company funds. These funds are not protected in the event of insolvency: not protected segregation. For more information, please see the customer funds insolvency ratings system (<https://www.gamblingcommission.gov.uk/public-and-players/guide/page/what-it-means-if-your-money-is-not-protected>).

6. Changes to Member details

- 6.1. Any changes to your details as provided by you upon registration must be notified to Pendleside Hospice in writing (refer to contact details at the bottom of the Rules) or by email pendleside@weeklylottery.co.uk.

7. Draws

- 7.1. The Draws are run by our External Lottery Manager, Sterling Management Centre Limited at their offices.
- 7.2. The Draws are run using a random number generator that has been certified by a Gambling Commission approved test house.
- 7.3. Draws are held every Friday (except on English bank holidays, where the Draw takes place on the next most convenient day).
- 7.4. To comply with the Act only those Chances for which payment has been received will be entered into the Draw.

8. Prizes

- 8.1. Prizes are issued as follows:
- 8.2. 1st Prize: 1 x £1,000
2nd Prize: 1 x £250 Rollover up to a maximum of £10,000 at which point it becomes a guaranteed prize
3rd Prize: 1 x £100,
4th Prize: 1 x £50,
5th Prize: 1 x £25
6th Prize: 37 X 2 prize entries into the next weeks draw which are paid for by Pendleside Hospice.
- 8.3. Pendleside Hospice reserves the right to amend the Prizes at any time. Any such changes will be published on our website www.pendleside.org.uk at least one month prior to a change being made.
- 8.4. Each Game Number shall only be eligible to win one Prize in any given Draw.
- 8.5. The first Game Number with sufficient credit in the Draw will win the top Prize, if the second number drawn isn't a valid Game Number with sufficient credit in the Draw it will Rollover to the next Draw(s), the third Game Number with sufficient credit in the Draw will win the third Prize, and this process will continue until all other Prizes have been allocated.
- 8.6. The results of the Draw will be published on the Lottery website within one week of the date of the Draw and may also be published in any other manner determined by Pendleside Hospice from time to time.
- 8.7. Winners will be notified by post within 1 week. Such notification will include a cheque made payable to the Member only.
- 8.8. Pendleside Hospice reserves the right to withhold any Prize until it is entirely satisfied that the Member has complied with the Rules.
- 8.9. If, upon winning any Prize in the Lottery, a Member cannot prove that they have met the criteria specified in the terms and conditions then they will not be entitled to receive that Prize.
- 8.10. There are no alternatives to the Prizes offered and no interest is payable.
- 8.11. Any unclaimed Prizes will be recredited to Pendleside Hospice main bank account after a period of six months has elapsed and treated as a donation.
- 8.12. Pendleside Hospice may contact winners from time to time to request consent in promotional activity. Pendleside Hospice will never use a member's name, address details or images for promotional purposes unless consent has been granted from the Member.

9. Suspension of the Lottery

- 9.1. Pendleside Hospice may at its absolute discretion suspend the Lottery for any period. During such period Pendleside Hospice shall:
 - 9.1.1. Suspend Direct Debit payments from the Members' bank or building society as soon as reasonably practicable, and;
 - 9.1.2. Retain any amounts which were paid prior to such suspension taking effect that have not been used to pay for Chances in previous Draws.
- 9.2. Members will be notified of further details regarding the resumption of the Lottery or otherwise as soon as reasonably practicable after the date of the suspension in writing.

10. Self-Exclusion

- 10.1. Should you feel that you have issues with gambling and would like to be self- excluded from our Lottery please call us on 0330 678 4780 or email us on pendleside@weeklylottery.co.uk.
- 10.2. There is a minimum period of six months for self- exclusion.
- 10.3. We will not target you with any marketing material relating to our Lottery during the period of self- exclusion and will remove your contact details from our Lottery marketing database.
- 10.4. If you would like to end your self- exclusion you will need to contact us to re-instate your membership of the Lottery. You will be given a 24-hour cooling off period before your membership is reactivated.

- 10.5. If you need to talk to someone about problem gambling then please contact Gamble Aware. Gamble Aware is a registered charity that provides confidential telephone support and counselling to anyone who is affected by problem gambling. Gamble Aware can be contacted on 0808 8020 133 (free phone number).

11. Liability

- 11.1. Pendleside Hospice shall not be liable to you for any loss or damage suffered by you arising from: -
- 11.1.1. Any delays or failures in any systems used by Pendleside Hospice or you to transmit emails
 - 11.1.2. Any failure in the software or other systems used by Pendleside Hospice or you for the administration of the Lottery.
 - 11.1.3. Any delays or failures in the banking system used by Pendleside Hospice or you.
 - 11.1.4. Any refusal by Pendleside Hospice to accept registration of an individual as a Member or the cancellation of a Member by Pendleside Hospice.
 - 11.1.5. Any failure to enter your Chance(s) into the Draw(s).
 - 11.1.6. Any event beyond the reasonable control of Pendleside Hospice.
- 11.2. Pendleside Hospice and Sterling Management Centre Limited shall not 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).

12. Complaints

- 12.1. Every complaint will be taken seriously and be fully considered by Pendleside Hospice in order that a satisfactory resolution can be achieved. Any complaints relating to the Lottery should be sent in writing to Pendleside Hospice for the attention of Helen McVey, Lottery Manager, Pendleside Hospice, Colne Road, Reedley, Burnley, Lancs. BB10 2LW.
- 12.2. We will acknowledge your complaint and provide an initial response within 10 working days of receipt. Whilst we expect to be able to resolve most complaints within this timeframe, if we need to conduct a more detailed investigation, we will aim to provide you with a full response within 20 working days. If we are unable to meet that deadline due to exceptional circumstances, we will of course let you know.
- 12.3. If a satisfactory resolution cannot be reached within eight weeks of receiving your complaint, and in line with Gambling Commission regulations, the matter can be referred to an alternative dispute resolution (ADR) entity. We use IBAS (Independent Betting Adjudication Service) for this purpose (www.ibas-uk.com). IBAS acts as an impartial dispute resolution service between gambling operators and their customers. This service is provided free of charge to the complainant.

Independent Betting Adjudication Service

PO Box 62639

LONDON

EC3P 3AS

Telephone: 0207 347 5883

E-mail: adjudication@ibas-uk.co.uk

The outcome of IBAS dispute resolution will be reported to the Gambling Commission.

- 12.4. The Promoter's decisions made pursuant to the Rules shall be final and binding.
- 12.5. Save where the Rules expressly provide otherwise, the Promoter shall not be obliged to enter into any correspondence.

13. Proper Law and Jurisdiction

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

14. Contact Address

- 14.1. All correspondence should be sent to the following address Pendleside Hospice, c/o Sterling Management Centre Ltd, Furness Gate, Peter Green Way, Furness Business Park, Barrow-in-Furness, LA14 2PE. Our lottery helpline is 0330 678 4780 (Mon- Fri 09H00- 17H00 excluding English bank holidays) and lottery email address is pendleside@weeklylottery.co.uk.

15. Data Protection

- 15.1. Pendleside Hospice is committed to protecting your privacy. Data that we collect from you is used lawfully in accordance with the General Data Protection Regulations 2018 and the Data Protection Act 2018 and is used solely for the purpose of processing your purchase of Lottery Chances, subsequent entry into the Lottery, and informing you if you have won a Prize. The support you give to Pendleside Hospice by participating in the Lottery makes a difference and we'd like to keep you updated with our news, activities and appeals. We'll use the details you give to us on your Lottery application to send this to you by post, phone and/or email (if opted in). A copy of Pendleside Hospice privacy policy is available to view here www.pendleside.org.uk/privacy-policy.