

# Thames hospice

## Policy: THAMES HOSPICE LOTTERY FULL TERMS AND CONDITIONS

Date	Author/ Reviewer	Approved by	Doc name	Comment	Responsible Committee	Next Review
October 2023	Company Secretary	Income Generation Committee	FR-P-0003	<u>Policy reviewed</u> Job titles updated	Income Generation Committee	August 2024
August 2023	Head of Individual Giving			<u>August 2023</u> Policy reviewed and updated in section 4		
	Director of Fundraising and Marketing			<u>August 2022</u> 17 <sup>th</sup> August: Policy reviewed and significantly updated; see section 4		
				<u>June 2022</u> 26. Policy updated to allow staff to enter one off raffles 36. Address updated		
				<u>June 2021</u> Policy reviewed.		
				<u>June 2020</u> Policy reviewed.		
				<u>June 2019</u> Policy reviewed. 4.39 - Lottery entry is at the Hospice's discretion		
				<u>November 2018</u> Policy reviewed. Minimum age of players increased to 18. Maximum amount of entries reduced to £10 per week. Thames Hospice responsible roles revised (see 4.29 and 4.30).		
				<u>August 2017</u> Policy Reviewed.		
				<u>August 2016:</u> Policy reviewed. Minor changes only to text and layout.		
				<u>August 2015</u> New Policy		

## **Purpose of Policy**

- 1.1 This policy describes the Thames Hospice Lottery Terms and Conditions.

## **2 Responsibilities**

- 2.1 Director of Fundraising - Overall responsibility to ensure that the policy is fit for purpose, disseminated throughout the organisation, and available to Thames Hospice lottery players.

## **3 Policy Statement**

- 3.1 These are the Thames Hospice Lottery Full Terms and Conditions. By entering the lottery entrants agree to be bound by these rules.

## **4 Policy Detail – Thames Hospice Lottery: Full 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 by and on behalf of Thames Hospice.
3. For the purpose of the Gambling Act 2005, this lottery is defined as a 'Society Lottery.'
4. Thames Hospice is licensed and regulated in Great Britain by the Gambling Commission under account number 25869.
5. To enter the lottery, you must be resident in Great Britain (England, Scotland or Wales and excluding Northern Ireland) and aged 18 (eighteen) or over.
6. There will be eight guaranteed weekly cash prize winners, and one rollover prize that increases by £200 per week up to a maximum of £10,000 (at which point it becomes a guaranteed prize).. First prize is £1,000 cash, second prize is a rollover starting at £200. Third prize is 3x £10 and 4<sup>th</sup> prize is 4 x £5 to be won. .
7. All tickets shall be priced at £1.
8. All lottery entry sales are final and no refunds shall be made at any time. All entrants acknowledge that their payment of £1 per ticket to enter the lottery does not guarantee that they will win any prize.
9. Sterling Management Centre Limited is our nominated External Lottery Manager, they are licensed and regulated in Great Britain under account number 3137.
10. The draw for the prizes will be made at Sterling Management Centre Limited's premises, weekly every Friday. You do not need to be present at the draw to win the lottery. A list of winners numbers will appear on our website weekly or are available by phoning us on 01753 842121.
11. If a cash prize is awarded, this will be made by cheque in the name of the entrant only.
12. Winning prize cheques are valid for six months, any prizes not claimed within this timeframe will be gratefully received as a donation to Thames Hospice.

13. Thames Hospice reserves the right in exceptional and unforeseen circumstances to substitute any non-cash prizes acquired for the lottery for a similar prize at Thames Hospice's absolute discretion.
14. 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 are eligible to win a prize.
15. The winners of the lottery prizes will be notified by letter and/or telephone.
16. All entrants are solely responsible for providing Thames Hospice with their accurate and up-to-date contact details and Thames Hospice 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 Thames Hospice of the change.
17. By accepting the prize, the winner agrees that they may be asked to take part in promotional activity, which may include using the first name and suburb of the winner, their photograph and audio and/or visual recordings of them. We will not use prize-winner's information in such a way without their express permission.
18. 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 random game number if they wish at any time. We are unable to facilitate requests for specific game numbers.
19. Lottery membership can be cancelled at any time by notifying Thames Hospice in writing, by phone or via e-mail, this includes stopping the payment.
20. Thames Hospice 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 Thames Hospice or the member from time to time.
  - Any delays or failures in any software or other systems used by Thames Hospice for the administration of the lottery.
  - Any delays or failures in the Banking system used by Thames Hospice or the member.
  - Any refusal by Thames Hospice to accept registration of an individual as a member.
  - Any failure to enter a chance into the draw.
  - Any event beyond the reasonable control of Thames Hospice.
21. Nothing within these terms and conditions shall create or should be construed as creating any form of contract between any entrant and Thames Hospice.
22. Any complaints relating to the lottery should be sent in writing to Thames Hospice giving full details of the complaint and supporting documentation. All complaints will be managed in accordance with our Complaints policy which is available on our lottery website.
23. Thames Hospice is committed to protecting the members' privacy. Data that is collected from the member is used lawfully in accordance with the Data Protection Act 2018 and is used solely for the purpose of processing lottery chances, subsequent entry into the lottery draw, informing winners that they have won a prize, and marketing preferences.
24. Any member has the right to access the information held about them. To obtain this information, please contact Thames Hospice in writing.
25. Thames Hospice will not sell, rent or grant access of any personal data to any third party without express prior permission.

26. No correspondence or discussion shall be entered into in the event of any dispute regarding the rules, the decision of Thames Hospice shall be final.
27. Thames Hospice employees are permitted to join the Hospice Lottery and are permitted to play the one-off raffles organised by the Hospice. *(Exceptions to this are members of the Thames Hospice Lottery team who are not allowed to play the Thames Hospice Lottery – see rule 39)*
28. Thames Hospice reserves the right to amend these rules at any time. If Thames Hospice does this, Thames Hospice will publish the amended rules on our website.
29. Thames Hospice reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these rules. We will take all reasonable steps to advise entrants if this is the case.
30. The Thames Hospice staff members responsible for the promotion and management of the lottery are the nominated executive directors and the Director of Fundraising.
31. The Thames Hospice staff member responsible for the compliance and financial management of the lottery is the Finance Director.
32. Neither Thames 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).
33. Each entrant should retain a copy of these Terms and Conditions for their reference.
34. This lottery is a form of gambling. Participants are encouraged to gamble sensibly. Should gambling become a problem we recommend you contact the National Gambling Helpline on 0845 6000 133 or visit their website on [www.gambleaware.co.uk](http://www.gambleaware.co.uk)
35. Thames Hospice limits the maximum number of entries to £10 per person per week.
36. Anyone under the age of 18 may not enter the lottery. If an individual is found to be under 18 they will not receive any prizes and their membership will be cancelled immediately and their stake returned.
37. A copy of these rules may be obtained by sending a stamped addressed envelope to: Thames Hospice, Windsor Road, Maidenhead, SL6 2DN
38. The Laws of England and Wales shall govern the interpretation and/or enforcement of these Terms and Conditions and Thames Hospice and all entrants hereby submit to the exclusive jurisdiction of the English courts.
39. Employees of the Thames Hospice external lottery manager and members of the Thames Hospice lottery team are unable to play the Thames Hospice Lottery.
40. Entry to the lottery is at Thames Hospice's discretion. We reserve the right to cancel or refuse membership at any time. This does not affect the rights of paid members to receive prizes.

## **5 Breach of Policy**

- 5.1 Any deviation in practice from the above policy and procedure will be deemed a breach of policy.
- 5.2 Any breach of this policy by Thames Hospice employees may lead to formal disciplinary action.
- 5.3 Any breach of this policy by Thames Hospice volunteers may lead to formal action under the Problem Solving Policy and Procedure.