

## **The Rules of the Rainbows Hospice for Children and Young People Lottery**

### **1. Introduction**

- 1.1 The Rainbows Hospice for Children and Young People's Lottery ("the Lottery") will be operated as a subscription based Society Lottery under the Gambling Act 2005 as amended ("the Act") and is licensed by The Gambling Commission.
- 1.2 The Lottery is promoted by the Promoter and conducted for the benefit of The Rainbows Hospice for Children and Young People.
- 1.3 The person responsible for the promotion of the Lottery is Mr Ronald Graham.
- 1.4 By entering the Lottery, Members agree to be bound by these rules.

### **2. Definitions**

"Act" The Gambling Act 2005

"Lottery" The Rainbows Hospice for Children and Young People Lottery

"Draw" The process by which winners are selected

"Member" An individual who has registered with the Lottery

"Rules" The rules of the Rainbows Hospice for Children and Young People's Lottery as set out below and amended from time to time

"Chance" The entry into the Lottery

"Rainbows" Cope Children's Trust trading as Rainbows Hospice for Children and Young People

#### **2.1 Entry into the Lottery**

The Lottery is promoted in accordance with the Act, as amended, throughout Great Britain. In order to comply with the Act, during the purchase of Lottery Chances you will be required to confirm that

- (a) You are at least 16 years of age.
  - (b) You will not buy or claim to buy Lottery Chances on behalf of any other person.
- 2.2 If, upon winning any prize in the Lottery, you are not able to prove that you have met the criteria specified in Rules 2.1 (a) and (b) above then you will not be entitled to receive that prize.
  - 2.3 In order to comply with the Act Lottery Chances that have been purchased and entered into the draw for which they were intended are prohibited from being subsequently refunded.

- 2.4 By entering into the Lottery you agree to be bound by the Rules, and applicable provisions of the Act and any relevant regulations made there under from time to time. Rainbows 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 Rainbows from time to time.
- 2.5 This Lottery is a form of gambling. Participants 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 on [www.gambleaware.co.uk](http://www.gambleaware.co.uk).
- 2.6 The maximum number of entries an individual will be permitted to purchase in any one Draw is £20.
- 2.7 Any person who is a Rainbows Trustee, Director, or any employee directly involved in the management of the lottery, or a dependent, is therefore not permitted to enter any Draw.

### 3. Registration with the Lottery

- 3.1 You can only enter the Lottery by the completion of an application form which will be published in a variety of forms from time to time.
- 3.2 Registration will require you to provide the following information:
- (a) Your name and address, so that we can write to you to confirm your entry into the Lottery and contact you if you have won a prize.
  - (b) Confirmation that you are over 16 years of age, in order to ensure compliance with the Act.
  - (c) The number of Chances in the Lottery you wish to purchase.
- 3.3 You will also be asked to provide the following information:
- (a) Your contact telephone number
  - (b) Your date of birth
  - (c) Your mobile phone number
  - (d) Your e-mail address
- 3.4 You will also be required to provide information relating to the purchase of your Chances. Payment may be made via the following methods and the relevant information will vary depending upon the payment method.
- (a) **Direct Debit**  
Information required will include your bank or building society details together with an instruction to such bank or building society to make payments by Direct Debit.
  - (b) **Cheque**  
A completed cheque would be required when you register
  - (c) Any other made method made available by Rainbows from time to time The information required will depend upon the payment method

- 3.5 Rainbows shall be entitled to take any steps necessary to verify the above information and to process your registration. Rainbows may (in its absolute discretion) refuse to accept an application for an individual to become a Member of the Lottery.
- 3.6 Following registration Rainbows will send you confirmation of your entry. If you have chosen to pay by Direct Debit you will receive an Advance Notification Letter. The confirmation will specify your Lottery Number and the first draw into which you will be entered and will confirm your name, address and any other details provided to Rainbows as part of your registration.
- 3.7 It is your responsibility to ensure that the personal information you provide to us is accurate.
- 3.8 If you discover any error in your name, address or any other details provided to Rainbows as part of your registration when you receive your confirmation then you must correct this by notifying Rainbows in writing or by e-mail. Rainbows will make any required corrections as soon as reasonably possible. Rainbows 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 until such correction has been made. Any correction notified to Rainbows shall only become effective once the correction has been made.
- 3.9 Each Lottery Number is unique. A randomly selected Lottery Number will be issued to you with your confirmation of entry. You may subsequently request an alternative Lottery Number if you wish at any time and this will be issued to you providing that it has not already been allocated to an existing Member.

#### **4. Payment**

- 4.1 Payment for Chances may be made by the following methods:
- (a) Direct Debit
  - (b) Cheque
  - (c) Any other method made available by Rainbows from time to time
- 4.2 Payment for Chances are made directly to Rainbows therefore:
- (a) Direct Debit payments will be referenced as Rainbows Hosp Lott on your bank statement
  - (b) Cheques must be made payable to Rainbows Lottery
  - (c) Any other method made available by Rainbows from time to time would also be referenced as or be payable to Rainbows on any appropriate documentation
- 4.3 The price for each Chance is £1.
- 4.4 Your Chances and therefore associated Game Number(s) will not be entered into the Draw unless Rainbows has received all amounts payable (cleared funds) relating to your Game Numbers relating to your Chances by Rainbows 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 Lottery's bank accounts operate.

4.4.1 Direct Debit payments will be entered into the first available draw three working days after the collection has been made from your bank account. You will be notified of your first draw date in writing.

4.5.1 You may cancel your entry into the Lottery by notifying Rainbows in writing or by e-mail (or via any other methods specified by Rainbows from time to time). Upon receipt of this notice Rainbows will:

- (a) Cancel future Direct Debit payments as soon as is reasonably practicable.
- (b) In accordance with the Act and as described in Rule 2.3 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 for your Chances into future Draws

4.6 Rainbows may cancel your entry into the Lottery (in its absolute discretion) at any time. Rainbows will notify you accordingly as soon as reasonably practicable and will reimburse any amounts which have been paid but relate to future Draws. Other than the reimbursement of any such amounts, Rainbows 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.

4.7 All customer funds for use in future lottery entries paid to the Lottery are held in a separate designated bank account to maintain a separation from Rainbows own trading income. Funds are only released for the Charity's use once the draws have occurred.

## 5. Changes to Member Details

5.1 Any changes to your details as provided by you upon registration should be notified to Rainbows in writing or by e-mail. Changes to the bank or building society specified during registration will require the completion of a new Direct Debit Instruction. Further information regarding this can be obtained from Rainbows upon request.

## 6. Draws

6.1 The Draw will be run at our Lottery management companies offices to be held every Friday.

6.2 In order to comply with the Act only those Chances for which payment has been received are eligible for entry into the Draw.

## 7. Prizes

7.1 Prizes are issued as follows:

- |     |                            |           |
|-----|----------------------------|-----------|
| (a) | First Prize                | £1,000.00 |
| (b) | Second Prize               | £100.00   |
| (c) | Third Prize                | £100.00   |
| (d) | and 30 runner up prizes of | £5.00     |

- 7.2 Rainbows reserves the right to amend the prizes at any time. Any such changes will be published on the Rainbows website at least one month prior to a change being made.
- 7.3 Each Game Number shall only be entitled to win one prize in one Draw.
- 7.4 The results of each 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 Rainbows from time to time.
- 7.5 Winners will be notified by post within one week of the date of the Draw. Such notification will include a cheque to the value of the prize won made payable to the Member.
- 7.6 Rainbows reserves the right to withhold the payment of any prize until it is entirely satisfied that the Member who has won the prize has fully complied with the Rules.
- 7.7 If, upon winning any prize in the Lottery, you are not able to prove that you have met the criteria specified in Rules 2.1 (a) and (b) above then you will not be entitled to receive that prize.
- 7.8 There are no alternatives to the prizes offered and no interest is payable.
- 7.9 Any unclaimed prizes will be re-credited to the Rainbows main account after a period of six months has elapsed.
- 7.10 By accepting the prize, the winner agrees to take part in promotional activity and Rainbows reserves the right to use the name and address of the winner, their photograph and audio/or visual recordings of them in any publicity unless prior notification has been received.

## **8. Suspension of the Lottery**

- 8.1 Rainbows may (at its absolute discretion) suspend the Lottery for any period of time. During such period, Rainbows shall:
  - (a) Suspend Direct Debit payments from your bank or building society account as soon as reasonably practicable, and;
  - (b) Retain any amounts which were paid prior to such suspension taking effect that have not been used to pay for Chances in previous Draws

You will be notified of further details regarding the resumption of the Lottery or otherwise as soon as reasonably practicable after the date of suspension in writing.

## **9. Self-Exclusion**

- 9.1 Should you feel that you have issues with gambling and wish to be self-excluded from our lottery please phone our helpline number and request a self-exclusion form
- 9.2 There is a minimum period of 6 months self-exclusion.
- 9.3 We will not target you with any marketing material during the self-exclusion period and will remove your name and details from any marketing databases used by ourselves.
- 9.4 You will need to contact us after your period of self-exclusion to re-instate your

membership of the lottery. At which point you will be given a 24 hour cooling off period before your membership is reactivated.

- 9.5 If you need to talk to someone about problem gambling then please contact Gamble Aware.
- 9.6 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).

## **10. Liability**

- 10.1 Rainbows shall not be liable to you for any loss or damage suffered by you arising from:
- (a) Any delays or failures in the postal service or other delivery methods used by Rainbows or you from time to time
  - (b) Any delays or failures in any systems used by Rainbows or you to transmit e-mails
  - (c) Any failure in any software or other systems used by Rainbows for the administration of the Lottery
  - (d) Any delays or failures in the banking system used by Rainbows or you
  - (e) Any refusal by Rainbows to accept registration of an individual as a Member or the cancellation of a Member by Rainbows
  - (f) Any failure to enter your Chance into the Draw
  - (g) Any event beyond the reasonable control of Rainbows
- 10.2 Rainbows 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).

## **11. Complaints**

- 11.1 Any complaints relating to the Lottery should be sent in writing to Rainbows Hospice for Children and Young People, giving full details of the complaint and supporting documentation.
- 11.2 The Promoter's decisions made pursuant to the Rules shall be final and binding.
- 11.3 Save where the Rules expressly provide otherwise, the Promoter shall not be obliged to enter into any correspondence.

## **12. Privacy**

- 12.1 Rainbows 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.
- 12.2 You have the right to access the information we hold about you. To obtain this information, please contact Rainbows in writing. You may be asked to provide proof of your identity prior to personal information being disclosed to you.

- 12.3 Rainbows will not sell, rent or grant access to any of the personal data we collect about you to any third parties without your express prior permission.
- 12.4 We may share aggregated information to third parties. This will not contain personal information that can identify any individual person.
- 12.5 We may be obliged to disclose your personal information if required to do so by law, for example to statutory bodies such as the Gambling Commission or other government bodies.

### **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**

All correspondence should be sent to the following address:

Rainbows Hospice for Children and Young People  
Lark Rise  
Loughborough  
Leicestershire  
LE11 2HS