

# St Gemma's Hospice Lottery

## Full Terms and Conditions

### General Information

Throughout the year St Gemma's Hospice operates lotteries (known as raffles) and is governed by the Gambling Commission. These include two main raffles (Summer and Christmas) and ad hoc special event raffles. All profits from our lotteries go directly towards funding St Gemma's Hospice (Registered Charity 1015941).

To take part in one of our lotteries you must agree to and comply with our terms and conditions (the Lottery Rules). We amend these from time to time but an up to date copy is available on our website. If you require copies of our terms and conditions please phone 0113 218 5555 or visit [www.st-gemma.co.uk](http://www.st-gemma.co.uk)

In this document you/your refers to the lottery/raffle player and we/our/us refer to St Gemma's Hospice. 'Our website' refers to [ww.st-gemma.co.uk](http://www.st-gemma.co.uk)

### 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 St Gemma's Hospice.
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 buy or sell raffle tickets, you must be a UK resident aged 16 (sixteen) or over. St Gemma's Hospice will, where appropriate, carry out checks to verify this requirement.
6. There will be a main prize for each lottery although additional prizes, both monetary and/or non-monetary, could be offered from time to time.
7. All tickets shall be priced at £1.
8. The number of tickets is limited to 100 per person.
9. 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.
10. The draw for the prizes will be made at St Gemma's Hospice. You do not need to be present at the draw to win the lottery.
11. If a cash prize is awarded, this will be made by cheque in the name of the entrant only.
12. St Gemma's 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.
13. 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.
14. The winners of the lottery prizes will be notified by telephone call.
15. All entrants are solely responsible for providing St Gemma's Hospice with their accurate and up-to-date contact details and St Gemma's 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 St Gemma's Hospice of the change.
16. Each ticket number is unique.
17. St Gemma's 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 St Gemma's Hospice or the entrant from time to time.
  - any delays or failures in any software or other systems used by St Gemma's Hospice for the administration of the lottery.
  - any delays or failures in the Banking system used by St Gemma's Hospice or the entrant.
  - any failure to enter a chance into the draw.
  - any event beyond the reasonable control of St Gemma's Hospice.
18. Nothing within these terms and conditions shall create or should be construed as creating any form of contract between any entrant and St Gemma's Hospice.
19. Any complaints relating to the lottery should be sent in writing to 'The Promoter', St Gemma's Hospice, 329 Harrogate Road, Leeds, LS17 6QD, giving full details of the complaint and

- supporting documentation.
20. All complaints and disputes will be dealt with in accordance with our policy, a copy of which is available from the Promoter. In the event that a complaint or a dispute cannot be resolved then it will be referred to arbitration. This will be The Independent Betting Adjudication Service (IBAS).
  21. St Gemma's Hospice is committed to protecting the entrants' privacy. Data that is collected from the entrant is used lawfully in accordance with the Data Protection Act 1998.
  22. For further details about how your information is used, how we maintain the security of your information and your rights to access the information we hold on you, please contact the Promoter at St Gemma's Hospice in writing.
  23. We may use information about our supporters from another company from time to time in order to improve our fundraising and our communication with our entrants and donors. We will never sell or rent entrants' details to another organization without express prior permission.
  24. In the event of any dispute regarding the rules, the decision of St Gemma's Hospice shall be final and no correspondence or discussion shall be entered into.
  25. St Gemma's Hospice reserves the right to amend these rules at any time. If St Gemma's Hospice does this, it will publish the amended rules on our website.
  26. St Gemma's Hospice reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these rules.
  27. The St Gemma's Hospice member responsible for the promotion of the lottery is Tracy Dick.
  28. Each entrant should retain a copy of these rules for their reference.
  29. This lottery is a form of gambling. Participants are encouraged to gamble sensibly.
  30. An instruction to be self excluded, as defined in the Gambling Act 2005 may be submitted in writing or by telephone to the Fundraising Administration Office at the Hospice. Entrants wishing to use this facility will not be able to purchase raffle tickets for a minimum of six months from the date of exclusion.
  31. St Gemma's Hospice makes an annual financial contribution towards the Responsible Gambling Trust [www.responsiblegamblingtrust](http://www.responsiblegamblingtrust); an organisation with the sole aim of fundraising to assist with problem gambling. Further support can also be found on the Gambleaware website [www.gambleaware.co.uk](http://www.gambleaware.co.uk)
  32. A copy of these rules may be obtained by sending a stamped addressed envelope to St Gemma's Hospice at the address below.
  33. The Laws of England and Wales shall govern the interpretation and/or enforcement of these Terms and Conditions and St Gemma's Hospice and all entrants hereby submit to the exclusive jurisdiction of the English courts.

**St Gemma's Hospice**  
**329 Harrogate Road**  
**Moortown**  
**Leeds**  
**LS17 6QD**  
**Tel: 0113 218 5555**  
**[www.st-gemma.co.uk](http://www.st-gemma.co.uk)**