

Earl Mountbatten Hospice Lottery

Terms and Conditions

Throughout the year we operate a number of lotteries including:

- Weekly membership lottery draws
- Annual and special event lottery draws/raffles

All profits from our lotteries go directly towards funding Earl Mountbatten Hospice (registered charity 1039086) and its care services.

All players are subject to these terms and conditions of business which will apply until superseded by an amended version. Earl Mountbatten Hospice reserves the right to amend or modify these terms and conditions from time to time – which will be available on the website www.iwhospice.org or by request from the Fundraising Office.

Note: we do not notify members individually of any changes to our terms and conditions.

If you require additional copies or a large print version of our terms and conditions, please contact the fundraising team on 01983 217300.

By participating in Earl Mountbatten Hospice Lottery Draws and Raffles, entrants agree to be bound by our terms and conditions.

1. The Earl Mountbatten Hospice Lottery is promoted by and on behalf of Earl Mountbatten Hospice registered in England & Wales Charity no. 1039086, as a Small Society Lottery under the Gambling Act 2005.
2. The Earl Mountbatten Hospice Lottery is licensed and regulated by the Isle of Wight Council (www.iwight.com) under Small Society Lottery Operating License number 032339.
3. To enter the lottery, you must be resident in England, Scotland or Wales and aged 16 (sixteen) years or over.
4. It is an offence to buy or purport to buy a lottery entry on behalf of anyone under the age of 16 (sixteen) years of age.
5. All lottery entries are priced at £1 each.
6. Each lottery number is unique. A randomly selected five-digit lottery number will be issued with the confirmation of entry. This will remain your unique number until membership is cancelled.

7. All lottery entry sales are final and no refunds shall be made at any time. All entrants acknowledge that their payment of £1 per entry does not guarantee that they will win any prize.
8. Full payment for each lottery entry must be received either in the form of cash or cleared funds before the lottery number can be entered into the draw. Only entries for which full payment has been received, either in the form of cash or cleared funds, is eligible to win a prize.
9. Entrants can pay for entry by cash, cheque, credit/debit card or Direct Debit.
10. If the lottery membership is purchased as a gift, both the purchaser and the gift recipient must be aged 16 (sixteen) years or over.
11. All draws for prizes will be conducted independently by our External Lottery Manager – Starvale Management & Technologies Ltd, using Gambling Commission approved, and independently tested, Random Number Generator (RNG) software.
12. There will be 51 guaranteed weekly cash prize winners, although additional prizes could be offered from time to time.
13. Earl Mountbatten Hospice reserves the right to amend the prize structure at any time. At least seven days' notice will be given via our website and where possible through local press.
14. Prizes are guaranteed to be won, because only members who have paid in advance and are therefore in credit are included in the draw.
15. The draw will take place every Friday although we reserve the right to change the draw date subject to public holiday dates.
16. The 1st prize winning name and unique lottery number will be published on our website www.iwhospice.org each week and printed in the County Press on the following Friday. A list of winners is available on request by calling us on 01983 217300..
17. Where a cash prize is awarded, this will be made by cheque in the name of the entrant only.
18. Earl Mountbatten Hospice will endeavour to follow up any unclaimed prizes. However, in order to keep our administration costs down, any prize cheques not cashed within 6 months will be treated as a donation to Earl Mountbatten Hospice.
19. All prize winners will be notified by letter within 14 days of the draw date.
20. By accepting a prize you agree to take part in publicity for Earl Mountbatten Hospice, which reserves the right to publish your name and lottery number in the County Press and on our website www.iwhospice.org.
21. Earl Mountbatten Hospice may occasionally wish to further publicise wins and may contact any winner to ask them to take part in additional promotional activity, with the permission of the winner. If further publicity is undertaken, Earl Mountbatten Hospice reserves the right to use the winner's story, photograph and any audio and/or visual recordings of them in any publicity unless prior notification has been received to the contrary.

22. All entrants are solely responsible for providing Earl Mountbatten Hospice with their accurate and up to date contact details and Earl Mountbatten 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 Earl Mountbatten Hospice of the change.
23. Entrants can advise Earl Mountbatten Hospice of any changes to their details in writing, by phone or via email.
24. Earl Mountbatten Hospice is committed to protecting members' privacy. Data that is collected from members is used lawfully in accordance with the Data Protection Act 1998 and is used solely by Earl Mountbatten Hospice and the External Lottery Manager to communicate with supporters. This may include lottery payment queries, informing winners that they have won a prize, sending newsletters and fundraising appeals.
25. Any member has the right to access the information held about them. To obtain this information, please contact Earl Mountbatten Hospice in writing.
26. Earl Mountbatten Hospice will not sell, rent or grant access of any personal data to any third party without express prior permission.
27. Earl Mountbatten Hospice Lottery membership can be cancelled at any time by notifying Earl Mountbatten Hospice in writing, by phone or via email.
28. Any complaints relating to the Earl Mountbatten Hospice Lottery should be sent in writing to: Earl Mountbatten Hospice, Halberry Lane, Newport, Isle of Wight, PO30 2ER, or via email to info@iwospice.org, giving full details of the complaint and any supporting documentation.
29. In the event of any dispute regarding the way the Earl Mountbatten Hospice Lottery is conducted, in the first instance, our External Lottery Manager will endeavour to rectify and resolve the complaint. In the event that the complaint is not resolved, Earl Mountbatten Hospice will then try to resolve the complaint. In the event that the complaint is still not resolved to the satisfaction of the complainant the matter will be referred to IBAS (Independent Betting Adjudication Service), an independent third party, in order that they can make a judgement.
30. Earl Mountbatten Hospice reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these terms and conditions.
31. The Earl Mountbatten Hospice person responsible for the promotion of the lottery is Mr Michael Edmonds.
32. Nothing within these terms and conditions shall create or should be construed as creating any form of contract between any entrant and Earl Mountbatten Hospice.
33. Earl Mountbatten Hospice shall not be liable to any lottery member for any loss or damage suffered or arising from:

- any delays or failures in the postal service or other delivery methods used by Earl Mountbatten Hospice or the lottery member from time to time
 - any delays or failures in any software or other systems used by Earl Mountbatten Hospice or our External Lottery Manager for the administration of the lottery
 - any delays or failures in the Banking system used by Earl Mountbatten Hospice or the member
 - any refusal by Earl Mountbatten Hospice to accept registration of an individual as a member or the cancellation of a member
 - any failure to enter a chance into the draw
 - any event beyond the reasonable control of Earl Mountbatten Hospice.
34. Neither Earl Mountbatten Hospice, nor our External Lottery Manager, shall be liable to you in contract, tort, negligence or otherwise for any indirect or consequential loss suffered by you in relation to your participation in the Earl Mountbatten Hospice Lottery (including loss of the opportunity to enter the Lottery and/or the chance of winning a prize).
35. Participation in the Earl Mountbatten Hospice Lottery is a form of gambling. Participants are encouraged to gamble sensibly. If you feel you have a problem with gambling, we recommend you visit the BeGambleAware website (www.begambleaware.org) or call the National Gambling Helpline on 0808 8020 133.
36. Each member should retain a copy of these Terms and Conditions for their reference.
37. Earl Mountbatten Hospice reserves the right to amend these terms and conditions at any time. If Earl Mountbatten Hospice does this, it will publish the amended terms and conditions on the website www.iwhospice.org.
38. A copy of these terms and conditions may also be obtained by sending a stamped addressed envelope to: Earl Mountbatten Hospice Lottery, Halberry Lane, Newport, Isle of Wight, PO30 2ER.
39. The Laws of England and Wales shall govern the interpretation and/or enforcement of these Terms and Conditions and Earl Mountbatten Hospice and all entrants hereby submit to the exclusive jurisdiction of the English courts.