

## Terms & Conditions

- These Terms and Conditions are the Lottery Rules. By entering the lottery, entrants agree to be bound by these rules.
- This lottery is being promoted by and on behalf of St Oswald's Hospice Promotions Limited.
- For the purpose of the Gambling Act 2005, this lottery is defined as a 'Society Lottery.'
- This lottery is licensed by The Gambling Commission.
- To enter the lottery, you must be resident in Great Britain and aged 16 (sixteen) or over.
- There will be 19 guaranteed weekly cash winners plus 1 rollover cash prize although additional prizes could be offered from time to time.
- All tickets shall be priced at £1.
- 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.
- The draw for the prizes will be made at our lottery management company's premises to be held every Thursday. You do not need to be present at the draw to win the lottery. However a list of winners will appear on our website [www.stoswaldsuk.org](http://www.stoswaldsuk.org) or are available by phoning us on 0191 246 2020.
- If a cash prize is awarded, this will be made by cheque in the name of the entrant only.
- It is not possible for the purchaser of a ticket in the lottery to win by virtue of that ticket (whether in money, money's worth, or partly the one and partly the other and including any winnings arising from a rollover) more than £10,000; or if more, 10% of the proceeds of the lottery. The St Oswald's Lottery limits the rollover amount to £10,000.
- St Oswald's Hospice Promotions Ltd 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 St Oswald's Hospice Promotions Ltd absolute discretion.
- 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 the prize.
- All winners will be notified in writing. The 1<sup>st</sup> prize winner will be notified by telephone in the first instance if this contact information is held, then subsequently in writing.
- All entrants are solely responsible for providing St Oswald's Hospice Promotions Ltd with their accurate and up-to-date contact details and St Oswald's Hospice Promotions Ltd 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 Oswald's Hospice Promotions Ltd of the change.
- By accepting the prize, the winner agrees to take part in promotional activity and St Oswald's Hospice Promotions Ltd reserves the right to use the name and address of the winner, their photograph and audio and/or visual recordings of them in any publicity including press, web, digital and social media unless prior notification has been received from the winner that they do not wish to participate in these activities.
- 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 game number if they wish at any time and this will be issued providing that it has not already been allocated to an existing member.
- Lottery membership can be cancelled at any time by notifying St Oswald's Hospice Promotions Ltd in writing, by phoning the Lottery office on 0191 246 2020 or via e-mail. The member will then receive a letter confirming that their membership has been cancelled.
- St Oswald's Hospice Promotions Ltd 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 Oswald's Hospice or the member from time to time;

- any delays or failures in any software or other systems used by St Oswald's Hospice Promotions Ltd for the administration of the lottery;
  - any delays or failures in the Banking system used by St Oswald's Hospice Promotions Ltd or the member;
  - any refusal by St Oswald's Hospice Promotions Ltd to accept registration of an individual as a member or the cancellation of a member;
  - any failure to enter a chance into the draw.
- Nothing within these terms and conditions shall create or should be construed as creating any form of contract between any entrant and St Oswald's Hospice Promotions Ltd.
  - Any complaints relating to the lottery should be sent in writing to St Oswald's Hospice giving full details of the complaint and supporting documentation.
  - St Oswald's Hospice Promotions Ltd is committed to protecting the member's privacy. Data that is collected from the member is used lawfully in accordance with the Data Protection Act 1998. By playing St Oswald's Lottery, you will automatically be opted-in to receive communication from the hospice unless St Oswald's is notified otherwise.
  - Any member has the right to access the information held about them. To obtain this information, please contact St Oswald's Hospice in writing.
  - St Oswald's Hospice Promotions Ltd will not sell, rent or grant access of any personal data to any third party without express prior permission.
  - In the event of any dispute regarding the rules, the decision of St Oswald's Hospice Promotions Ltd shall be final and no correspondence or discussion shall be entered into.
  - St Oswald's Hospice Promotions Ltd reserves the right to amend these rules at any time. If St Oswald's Hospice Promotions Ltd does this, it will publish the amended rules via the St Oswald's Hospice website [www.stoswaldsuk.org](http://www.stoswaldsuk.org) and will also notify players via the St Oswald's Hospice newsletter that the rules have been amended.
  - St Oswald's Hospice Promotions Ltd reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these rules.
  - The St Oswald's Hospice Promotions Ltd member responsible for the promotion of the lottery is Mr J Ellam.
  - Neither St Oswald's Hospice Promotions Ltd 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).
  - Each entrant should retain a copy of these Terms and Conditions for their reference. This lottery is a form of gambling. Participants are encouraged to gamble sensibly. Should gambling become a problem we recommend you contact the GamCare helpline on 0845 6000 133 or visit their website on [www.gamcare.org.uk](http://www.gamcare.org.uk)
  - A copy of these rules may be obtained by sending a stamped addressed envelope to St Oswald's Hospice at the address St Oswald's Hospice, Lottery Office, Regent Avenue, Gosforth, NE3 1EE.
  - The Laws of England and Wales shall govern the interpretation and/or enforcement of these Terms and Conditions and St Oswald's Hospice and all entrants hereby submit to the exclusive jurisdiction of the English courts.