



## Hospice Lottery Terms and Conditions

The St Margaret of Scotland Hospice Lottery is a membership lottery, the purpose of which is to advance the objectives of St Margaret of Scotland Hospice in its Memorandum of Association.

These Terms and Conditions are the Lottery Rules. By entering the Lottery, all entrants agree to be bound by these rules.

1. This Lottery is being promoted by and on behalf of St Margaret of Scotland Hospice.
2. For the purpose of the Gambling Act 2005, this Lottery is defined as a "Society Lottery".
3. The St Margaret of Scotland Hospice is licensed by the Gambling Commission under the Gambling Act 2005 as authorised to run lotteries.
4. To enter the Lottery you must be a resident of Great Britain (excluding Northern Ireland) and aged 16 (sixteen) years or over (requirement of the Gambling Act 2005). If necessary checks may be carried out to verify this requirement.
5. There are currently 14 monthly cash prizes as follows:
6. 1st Prize £2000, 2nd Prize £250, 3rd Prize £100, 4th Prize £50 and 10 Prizes of £10
7. All Lottery entry sales are final and no refunds will be made at any time. All entrants acknowledge that their monthly lottery entry of £5.00 for one chance/entry (to be paid in advance) does not guarantee that they will win any prize.
8. A 'welcome' letter, together with a membership card detailing the membership number and the member's unique game number(s), also a copy of the Terms and Conditions of Lottery will be posted to the new member within 2-3 weeks of receipt of their form and payment.
9. It is the responsibility of the member to advise the Hospice's Lottery office without delay of any change of address, cancellation of regular bank payments and requests to cancel membership.
10. Lottery membership payments are not eligible for gift aid.
11. The draw for the prizes shall normally be made once a month – on the second Friday of the month – at St Margaret of Scotland Hospice by the Lottery Manager, Lottery Administrator and Hospice Administrator/Financial Controller/Assistant Administrator. No less than three members of the Hospice staff will be present at the draw, which is made using random number generator software approved and supplied by Combase Ltd.
12. Entrants do not need to be present at the draw to win a prize.
13. Full payment for each entry must be received ten days before the draw, to allow for funds to be processed and cleared through bank account before the number can be entered into the draw. Only entries for which full payment has been received as cleared funds are eligible to win the prize.
14. Advance payments received from members will not be used for the current month's prize fund. These will be reserved funds in the Hospice Lottery bank account for relevant future monthly draws.
15. The winners of the Lottery prizes will be notified by letter. A notification letter of winning the lottery will be sent with your prize cheque within one week of the draw taking place. Where possible, the winner of the top prize will also be contacted by telephone. Prize cheques (in the name of the entrant) are valid for 6 months from the date of issue. Unclaimed prize cheques after this period, will be treated as a donation to Hospice general funds.



16. However if a player discovers, based on published results, that they may have had a win but have not received a cheque, the member should contact the Hospice Lottery Department by telephone on 0141-435-7018, email: [lottery@smh.org.uk](mailto:lottery@smh.org.uk) or by letter to confirm the winning number and if found to have a winning number, whether the letter and cheque has been issued. If the issued cheque has not been cashed within that time, St Margaret of Scotland Hospice can choose to re-issue the winning cheque at their discretion.
17. Monthly winning numbers are published on the 'Monthly Lottery Results' page on the Hospice website, which will remain online until the next monthly draw [www.smh.org.uk](http://www.smh.org.uk) and are displayed in all Hospice shops. Members can telephone or email the Hospice Lottery Department to check winning numbers on 0141-435-7018.
18. All entrants are solely responsible for providing St Margaret of Scotland Hospice with their accurate and up-to-date contact details and St Margaret of Scotland Hospice will in no way be 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 Margaret of Scotland Hospice of the change.
19. In the event that a winning cheque is returned by Royal Mail marked 'Gone away', St Margaret of Scotland Hospice will make every effort to contact the winner. If, after a period of 6 months, St Margaret of Scotland Hospice has been unable to ascertain the winner's new address, St Margaret of Scotland Hospice reserves the right to treat the amount as a donation to Hospice general funds.
20. By accepting the prize, the winner agrees to take part in promotional activity and St Margaret of Scotland Hospice 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 unless prior notification has been received.
21. 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 entrant.
22. Lottery membership can be cancelled at any time by notifying St Margaret of Scotland Hospice in writing, by phone or via e-mail.
23. St Margaret of Scotland Hospice reserves the right to cancel a membership where no draw has been entered into for three or more consecutive months.
24. Records of lottery entries and financial records will be retained by St Margaret of Scotland Hospice for at least three years, as required by the Gambling Commission.
25. Accurate records showing total proceeds, percentage of proceeds used for prizes, amount of proceeds taken up by expenses must be sent to the Gambling Commission within three months of the date of the lottery.
26. St Margaret of Scotland Hospice shall not be liable to the entrant for any loss or damage suffered or arising from:-
  - any delays or failures in the postal service or other delivery method used by St Margaret of Scotland Hospice or the entrant
  - any delays or failures in any software or other systems used by St Margaret of Scotland Hospice for the administration of the Lottery
  - any delays or failures in the banking system used by St Margaret of Scotland Hospice or the entrant
  - any failure to enter a chance into the Lottery



- any event beyond the reasonable control of St Margaret of Scotland Hospice
27. If for any reason the lottery draw date needs to be deferred, all reasonable steps must be taken to ensure participants are made aware of the changes.
  28. Nothing within these terms and conditions shall create or should be construed as creating any form of contract between any entrant and St Margaret of Scotland Hospice.
  29. Any complaints relating to the Lottery should be sent in writing to the Chief Executive at St Margaret of Scotland Hospice giving full details of the complaint and supporting documentation.
  30. St Margaret of Scotland Hospice is committed to protecting the entrant's privacy. Data that is collected from the entrant is used lawfully in accordance with the Data Protection Act 2018 and is used solely for the purpose of processing Lottery chances and informing winners that they have won a prize.
  31. Any entrant has the right to access the information held about them. To obtain this information, please contact St Margaret of Scotland Hospice in writing.
  32. St Margaret of Scotland Hospice will not sell, rent or grant access of any personal data to any third party without express prior permission. St Margaret of Scotland Hospice will share personal data with other departments within St Margaret of Scotland Hospice for the purpose of raising funds via other initiatives. Regular communications about Hospice activities will be sent to members unless instructed otherwise.
  33. In the event of any unresolved complaints/disputes, these will be referred to an independent third party: The Independent Betting Adjudication Service (IBAS). Customers whose disputes are not resolved to their satisfaction by use of the complaints procedure may refer those disputes to IBAS. The decision of IBAS may, but need not, be binding on the Hospice and customer. For more details of the service operated by IBAS visit their website at: [www.ibas-uk.com](http://www.ibas-uk.com) or telephone 020 7347 5883. You can also write to IBAS at: PO Box 62639, London, EC3P 3AS.
  34. St Margaret of Scotland Hospice reserves the right to amend these rules at any time, giving 28 days notice of any changes to the Gambling Commission before these amendments will take effect. If St Margaret of Scotland Hospice amends the rules, it will publish the amended rules on the Hospice website and in local papers to keep supporters informed.
  35. St Margaret of Scotland reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these rules.
  36. St Margaret of Scotland Hospice reserves the right not to accept an application, or cancel an existing membership. Any rejection or cancellation may be reconsidered on submission to the Administrator, whose decision is final.
  37. The St Margaret of Scotland Hospice members responsible for promoting this Lottery are Mr Ian Michael Miller and Miss Clare Murphy.
  38. St Margaret of Scotland Hospice shall not 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 Lottery (including loss of the opportunity to enter the Lottery and / or the chance of winning a prize).
  39. Each entrant should retain a copy of these Terms and Conditions for their reference.
  40. 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 0808 8020 133 or visit their website on [www.gamcare.org.uk](http://www.gamcare.org.uk).
  41. Self exclusion requests are to be notified directly to the Lottery office, minimum exclusion of six months.



42. A copy of these rules may be obtained by sending a stamped addressed envelope to St Margaret of Scotland Hospice at the above address.
43. The Laws of Great Britain shall govern the interpretation and/or enforcement of these Terms & Conditions and St Margaret of Scotland Hospice and all entrants hereby submit to the exclusive jurisdiction of the Scottish Courts.

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