

## **The Rules of the Sue Ryder Lottery**

### **1. Introduction**

1.1 The Sue Ryder 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 ([www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk)) under licence no. 000-042085-N-321599-003.

1.2 The Lottery is promoted by Sue Ryder Lottery Limited ("Promoter") and conducted for the benefit of Sue Ryder. Sue Ryder Lottery Limited covenants all of its taxable profits to Sue Ryder which is a charity registered in England & Wales (no. 1052076) and in Scotland (no. SC039578).

1.3 The persons responsible for the promotion of the Lottery are Neil Goulden and Heidi Travis

1.4 By entering the Lottery, Members agree to be bound by these rules.

### **2. Definitions**

"Act" The Gambling Act 2005

"Lottery" The Sue Ryder Lottery

"Draw" The process by which winners are selected

"Member" An individual who has registered with the Lottery

"Rules" The rules of the Sue Ryder Lottery as set out below and amended from time to time

"Chance" The entry into the Lottery

### **3. Entry into the Sue Ryder Lottery**

3.1 The Lottery is promoted in accordance with the Gambling Act 2005 as amended ("the Act") 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

3.2 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.

3.3 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.

3.4 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. The Promoter 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 the Promoter from time to time. You will be notified as soon as reasonably possible of any changes to the Rules.

3.5 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)

3.6 The maximum number of entries an individual will be permitted to purchase in any one draw is £20

### **4. Registration with the Lottery**

4.1 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.

4.2 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

4.3 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*

Sue Ryder Lottery Ltd will use this information to verify that you are eligible to participate in the lottery and to contact you in connection with the administration of the lottery.

4.4 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
  - (i) 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
  - (i) A completed cheque would be required when you register
- (c) Any other made method made available by the Promoter from time to time
- (i) The information required will depend upon the payment method

4.5 The Promoter shall be entitled to take any steps necessary to verify the above information and to process your registration. The Promoter may (in its absolute discretion) refuse to accept an application for an individual to become a Member of the Lottery.

4.6 Following registration the Promoter 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 Game Number and the first draw into which you will be entered and will confirm your name, address and any other details provided to the Promoter as part of your registration.

4.7 It is your responsibility to ensure that the personal information you provide to us is accurate.

4.8 If you discover any error in your name, address or any other details provided to the Promoter as part of your registration when you receive your confirmation then you must correct this by notifying the Promoter in writing or by e-mail. The Promoter will make any required corrections as soon as reasonably possible. The Promoter 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 the Promoter shall only become effective once the correction has been made.

4.9 Each Game Number is unique. A randomly selected Game Number will be issued to you with your confirmation of entry. You may subsequently request an alternative Game 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.

## **5. Payment**

5.1 Payment for Chances may be made by the following methods:

- (a) Direct Debit
- (b) Cheque
- (c) Any other method made available by the Promoter from time to time

5.2 Payment for Chances are made directly to the Promoter. Therefore

- (a) Direct Debit payments will be referenced as Sue Ryder Lottery Limited on your bank statement.
- (b) Cheques must be made payable to Sue Ryder Lottery Limited
- (c) Any other method made available by the Promoter from time to time would also be referenced as or be payable to Sue Ryder Lottery Limited on any appropriate documentation.

5.3 The price for each Chance is £1.

5.4 Your Chances and therefore associated Game Number(s) will not be entered into the Draw unless the Promoter has received all amounts payable (cleared funds) relating to your Game Numbers relating to your Chances by the Promoter of that week's/month'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.

5.5 Direct Debit payments will be entered into the first available draw 3 working days after the collection has been made from your bank account. You will be notified of your first draw date in writing.

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

5.7 The Promoter may cancel your entry into the Lottery (in its absolute discretion) at any time. The Promoter 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, the Promoter 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.

5.8 All customer funds for use in future lottery entries paid to the Lottery are held in trustee status to maintain a separation from the Promoter's own trading income to protect those funds in the event of insolvency.

## **6. Changes to Member Details**

6.1 Any changes to your details as provided by you upon registration should be notified to the Promoter 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 the Promoter upon request.

## **7. Draws**

7.1 The Draw will be run at our Lottery Management Companies Offices to be held weekly on a Friday.

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

## **8. Prizes**

8.1 Prizes are issued as follows:

(a) First Prize £1,000

(b) Second Prize £200 rolled over if prize not won to a maximum of £10,000 when the prize becomes guaranteed

(c) Third Prize £100

(d) Fourth Prize £50

(e) Thirty Prizes of £5

8.2 The Promoter reserves the right to amend the prizes at any time. Any such changes will be published on the Sue Ryder Lottery Website at least one month prior to a change being made.

8.3 Each Game Number shall only be entitled to win one prize in one Draw.

8.4 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 the Promoter from time to time.

8.5 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.

8.6 The Promoter 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.

8.7 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.

8.8 There are no alternatives to the prizes offered from time to time and no interest is payable.

8.9 Any unclaimed prizes will be re-credited to the Promoter's main account after a period of six months has elapsed.

8.10 By accepting the prize, the winner agrees to take part in promotional activity and the Promoter reserves the right to use the name and home town of the winner, their photograph and audio/or visual recordings of them in any publicity unless prior notification has been received.

## **9. Suspension of the Lottery**

9.1 The Promoter may (at its absolute discretion) suspend the Lottery for any period of time. During such period, the Promoter 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 until either the resumption or permanent discontinuation of the Lottery. In the event of resumption, the unused monies will be used to pay for future Chances. In the event of the Lottery being discontinued altogether the monies will be repaid to you within a reasonable time.

9.2 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.

## **10. Liability**

10.1 The Promoter 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 the Promoter or you from time to time.
- (b) Any delays or failures in any systems used by the Promoter or you to transmit e-mails.
- (c) Any failure in any software or other systems used by the Promoter for the administration of the Lottery.
- (d) Any delays or failures in the banking system used by the Promoter or you.
- (e) Any refusal by the Promoter to accept registration of an individual as a member or the cancellation of a Member by the Promoter
- (f) Any failure to enter your Chance into the Draw.
- (g) Any event beyond the reasonable control of the Promoter

10.2 The Promoter 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).

## **11. Complaints**

11.1 Any complaints relating to the Lottery should be notified by telephone on 02075 545 900 or sent in writing to Sue Ryder Lottery Ltd, Lottery Department, 16 Upper Woburn Place, London, WC1H 0AF giving full details of the complaint and supporting documentation. You can read our full complaints procedure at [\[link\]](#)

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 The Promoter is committed to protecting your privacy. Data that we collect from you is used lawfully in accordance with the Data Protection Act 1998 as set out in this clause 12. By entering the Lottery you confirm your agreement to this.

12.2 Your data will be used for the purpose of processing your purchase of Lottery chances, subsequent entry into the Lottery, and informing you if you have won a prize.

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

12.4 We may use your data to help us create a profile of our lottery players. We do this to better understand our players, inform our marketing strategies and target our advertising most effectively. If you do not wish your data to be used in this way or have questions about this, please contact us using the details in clause 14. We may on occasion use trusted third party agencies to assist with our profiling work. We always put in place appropriate technical and legal safeguards to ensure your data is protected by any third party service providers and is only used for the purpose of the work they are doing for us.

12.5 Except as set out in this clause 12 and clause 8.10 the Promoter will not sell, rent or grant access to any of the personal data we collect about you to any third parties (apart from the Promoter's parent charity, Sue Ryder) without your express prior permission. By entering the Lottery you consent to Sue Ryder Lottery Limited sharing your data with Sue Ryder.

12.6 We may share aggregated information to third parties. This will not contain personal information that can identify any individual person.

12.7 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 Rules and the Promoter 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:

Sue Ryder Lottery Ltd  
Lottery Department  
16 Upper Woburn Place  
London  
WC1H 0AF