

Epsom and St Helier Hospitals Charity – Christmas Raffle Terms and Conditions

1. Introduction

1.1. Epsom and St Helier Hospitals Charity Raffle will be operated as a Society Lottery under the Gambling Act 2005 and is licensed by Sutton Council.

1.2. The Raffle is promoted by Epsom and St Helier Hospitals Charity and conducted for the benefit of Epsom and St Helier Hospitals Charity, charity registration number 1049197.

1.3. Epsom and St Helier Hospitals Charity has engaged Sterling Lotteries in the supply of administration services for the Raffle.

1.4. The person responsible for the promotion of the Raffle is Sasha Phillips.

1.5. By entering the Raffle, Members agree to be bound by these rules.

2. Definitions

“Act” - The Gambling Act 2005

“Raffle” – Epsom and St Helier Hospitals Charity Christmas Raffle

“Draw” - The process by which winners are selected

“Member” - An individual who has entered into the Raffle

“Rules” - The rules of the Raffle as set out below and amended from time to time

“Ticket” - The entry into the Raffle by means of a unique, randomly allocated number

“Charity” – Epsom and St Helier Hospitals Charity

3. Entry into the Epsom and St Helier Hospitals Charity Raffle

3.1. The Raffle is promoted in accordance with the Gambling Act 2005 throughout Great Britain. In order to comply with the Act, during the purchase of Tickets 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 Tickets on behalf of any other person.

3.2. If, upon winning any prize in the Raffle, you are not able to prove that you have met the criteria specified in Rules **3.1 (a)** and **3.1 (b)** above then you will not be entitled to receive that prize.

3.3. The Raffle will open on Monday 1 November 2021. By entering into the Raffle 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 Charity shall not be liable for any loss or damage (including loss of the opportunity to enter the Raffle 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 Charity from time to time.

3.4. This Raffle is a form of gambling. Participants are encouraged to gamble sensibly. Should gambling become a problem we recommend you contact the Be Gamble Aware helpline on 0808 8020 133 or visit the website on www.begambleaware.org.

3.5. The maximum number of Tickets an individual will be permitted to purchase in any one Draw is ten (10).

4. Entry into the Raffle and Payment

4.1. You can only enter the Raffle by the purchase of a Ticket.

4.2. Each Ticket will have a unique, randomly allocated number.

4.3. The price for each Ticket is £1.

4.4. Purchase of a Ticket can be made by:

(a) completing your details online at the Sterling Lotteries website (<https://epsom-sthelier.thecharityraffle.co.uk/play>) in order to receive a digital Ticket. Payment can be made by credit card or debit card and you will be required to provide the following card details: card number, expiry date and card security number.

(b) visiting the Charity Office during office hours between Monday and Friday and completing your details in order to receive a paper Ticket. Payment can be made by credit card or debit card via contactless payment or entering your pin or by cash.

4.5. When you purchase a Ticket, you will be required to provide the following personal information:

(a) Your name, postal address and email address, and telephone number to confirm your entry into the Raffle and to notify you if you win a prize.

(b) To confirm that you are over 16 years of age either by ticking the relevant box and/or completing your date of birth.

4.6. The Charity shall be entitled to take any steps necessary to verify the above information and to process your entry. The Charity may (in its absolute discretion) refuse to accept an application for an individual to purchase Tickets for the Raffle.

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

4.8. If you know of any error in your name, address or any other details provided to the Charity as part of your entry you must correct this by notifying the Charity in writing or by e-mail. The Charity will make any required corrections as soon as reasonably possible. The Charity shall not be liable for any loss or damage (including loss of the opportunity to enter the Raffle and / or the right to receive a prize) suffered by you until such correction has been made. Any correction notified to the Charity shall only become effective once the correction has been made.

4.9. Any changes to your details as provided by you upon purchase should be notified to the Charity in writing or by e-mail. The Charity will make any required changes as soon as reasonably possible. The Charity shall not be liable for any loss or damage (including loss of the opportunity to enter the Raffle and / or the right to receive a prize) suffered by you until such change has been made. Any change notified to the Charity shall only become effective once the change has been made.

4.10. Your Tickets will not be entered into the Draw unless the Charity has received all amounts payable (cleared funds) relating to your Tickets by the closing date, Sunday 5 December 2021. If there is a dispute regarding whether Tickets have been paid for then such dispute shall be resolved by reference to details included in official statements from the bank with which the Raffle's bank accounts operate.

4.11. You may cancel your entry into the Raffle at any time up to midnight on the closing date, Sunday 5 December 2021 by notifying the Charity in writing or by e-mail. Upon receipt of this notice the Charity will cancel your entry and will reimburse any amounts which have been paid. The Charity will not be able to reimburse any monies paid if the notification is received after this deadline.

5. Draws

5.1. The Draw will be independently supervised and held at Sterling Lotteries to be held on Wednesday 8 December 2021.

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

6. Prizes

6.1. Prizes are issued as follows: There are thirty five prizes which will be numbered from one to thirty five. A prize number will be randomly selected and deemed to be the first selected prize. A Ticket will then be drawn at random and will be deemed to be the first winning Ticket. The first selected prize will be matched with the first winning Ticket. The Member who has purchased the first winning ticket will be therefore be deemed to be the first prize winner and will be allocated the first selected prize. A second prize number will then be randomly selected and deemed to be the second selected prize. A Ticket will then be drawn at random and will be deemed to be the second winning Ticket. The second selected prize will be matched with the second winning Ticket. The Member who has purchased the second winning ticket will be deemed to be the second prize winner and will be allocated the second selected prize. This process will be repeated until all thirty five prizes have been allocated to thirty five winning Tickets.

6.2. The Charity reserves the right to amend the prizes at any time. Any such changes will be published on the Charity website (www.esthcharity.org.uk).

6.3. Each Ticket shall only be entitled to win one prize in the Draw.

6.4. The results of the Draw will be published on the Charity website (www.esthcharity.org.uk) within one week of the date of the Draw and may also be published in any other manner determined by the Charity from time to time.

6.5. Prize winners will be notified by email and telephone within seven working days of the date of the Draw.

6.6. The Charity reserves the right to withhold the giving of any prize until it is entirely satisfied that the Member who has won the prize has fully complied with the Rules.

6.7. If, upon winning any prize in the Raffle, you are not able to prove that you have met the criteria specified in Rules **3.1 (a)** and **3.1 (b)** above then you will not be entitled to receive that prize.

6.8. There are no alternatives to the prizes offered.

6.9. The Charity will make all reasonable effort to contact prize winners. Any unclaimed prizes will be given back to the Charity after a period of thirty consecutive days has elapsed and the Charity reserves the right to distribute the prize as appropriate

6.10. If you are a prize winner, by accepting the prize, you agree that the Charity may ask you to take part in promotional activity and The Charity reserves the right to use your name and postal town, your photograph and any audio/or visual recordings of you in any publicity unless you provide prior notification to the Charity in writing.

6.11. If you are a prize winner, you will be able to collect your prize from the Charity Office Monday to Friday during office hours. The Charity may agree to post your prize to you but will not be held liable for prizes which are lost, delayed, or damaged in the post.

6.11. The prizes are (listed in no particular order): Evening Wear Accessories Bundle; Pure Luxuries Jewellery Bundle; Bathtime Bundle; Glassware Bundle; Zoeva Bundle; Mantary Accessories Bundle; Regatta Accessories Bundle; Make-Up Surprise Bundle; Clinique Bundle; Clarins Bundle; Winter Warmer Bundle; Rose Gold Jewellery Bundle; Chanel No.5 50ml; Oral-B Black 'Pro 650' Cross Action Rechargeable Electric Toothbrush; Jon Richard Blue Pave Polished Pear Drop Earrings Made with Swarovski Crystal; Chloe Eau de Parfum Gift Set; Baylis & Harding 'Signature' Men's Black Pepper & Ginseng Weekend Bag Bodycare Gift Set; Headmasters Voucher; Guilford Harbour Hotel stay; World of Golf/Dragon Quest Vouchers; Odeon Cinema Vouchers

6.12. To the extent permitted by law, the Charity excludes any liability for loss or damage incurred by any winner of a prize in connection with or arising from the use of the prize or participation in

7. Suspension of the Raffle

7.1. The Charity may (at its absolute discretion) suspend the Raffle for any period of time. During such period, The Charity shall:

(a) Retain any amounts which were paid prior to such suspension taking effect.

7.2. You will be notified of further details regarding the resumption of the Raffle or otherwise as soon as reasonably practicable after the date of suspension in writing.

8. Liability

8.1. The Charity 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 Charity or you from time to time.

(b) Any delays or failures in any systems used by the Charity or you to transmit e-mails.

(c) Any failure in any software or other systems used by the Charity for the administration of the Raffle.

(d) Any delays of failures in the banking system used by the Charity or you.

(e) Any refusal by the Charity to accept entry of an individual as a Member or the cancellation of a Member by the Charity

(f) Any failure to enter your Ticket into the Draw.

(g) Any event beyond the reasonable control of the Charity.

8.2. The Charity 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 Raffle (including loss of the opportunity to enter the Raffle and / or the Ticket of winning a prize).

9. Self Exclusion

9.1. Should you feel that you have issues with gambling and wish to be self excluded from our Raffle please phone our helpline number and request a self exclusion form.

9.2. There is a minimum period of 6 months self exclusion.

9.3. The Charity will not send any marketing material relating to gambling during the self exclusion period and will remove your name and details from any marketing databases used by ourselves.

9.4. If you need to talk to someone about problem gambling then please contact Be Gamble Aware.

9.5. Be Gamble Aware is a registered charity that provides confidential telephone support and counselling to anyone who is affected by problem gambling. Be Gamble Aware can be contacted on 0808 8020 133 (Freephone).

10. Complaints

10.1. Any complaints relating to the Raffle should be sent in writing to the Charity giving full details of the complaint and supporting documentation.

10.2. The Charity's decisions made pursuant to the Rules shall be final and binding.

10.3. Save where the Rules expressly provide otherwise, the Charity shall not be obliged to enter into any correspondence.

11. Privacy

11.1. The Charity is committed to protecting your privacy. Data that we collect from you is used lawfully in accordance with the Data Protection Act 2018 and is used solely for the purpose of

processing your purchase of Tickets, subsequent entry into the Raffle, and informing you if you have won a prize.

11.2. In providing your information to the Charity, you consent to the Charity using your information to process your entry which includes passing your details on to representative of Sterling Lotteries for the purposes of fulfilling the Draw.

11.3. The Charity will not sell, rent or grant access to any of the personal data we collect about you to any other third parties without your express prior permission

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

11.5. The Charity 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.

11.6 For more information on how we treat you data, please see our Privacy Policy at www.esthcharity.org.uk.

12. Proper Law and Jurisdiction

12.1. The Laws of England and Wales shall govern the interpretation and/or enforcement of these Rules and The Charity and all entrants hereby submit to the exclusive jurisdiction of the English courts.

13. Contact Details

Epsom and St Helier Hospitals Charity
Epsom Hospital
Dorking Road, KT18 7EG

Telephone number: 01372 735 262
Email address: team@esthcharity.org.uk

Sterling Lotteries
Sterling Management Centre Ltd
Furness Gate
Furness Business Park
Cumbria, LA14 2PE

Telephone number: 01229 871 380
Email address: enquiries@sterlinglotteries.co.uk