

Raffle Terms and Conditions

Associated Documents:

0097 Fundraising Gambling Policy / 9188 How we practice Social Responsibility in Gambling)

By participating in a Hospice raffle you agree to be bound by our terms and conditions. All players are subject to these terms and conditions of business which will apply until superseded by an amended version. The Prince of Wales Hospice reserves the right to amend or modify these terms and conditions from time to time. Any amended version will be available on our website, 7 days prior to being put into effect.

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

1. Raffles are promoted by The Prince of Wales Hospice, Halfpenny Lane, Pontefract, WF8 4BG Tel: 01977 708868. The Responsible Person is Sharon Batty, Director of Income Generation and Marketing.
2. For the purpose of the Gambling Act 2005, our raffles are defined as 'Society Lotteries' and are licensed by Wakefield Council (Licence no. SL1042)
3. **To enter raffles you must be resident in the UK and aged 16 (sixteen) or over. If any raffle prizes are or include alcoholic drinks, you must be 18 (eighteen) or over.**
4. Each raffle ticket is priced the same and has the same chance of winning, as all others in the *same draw*. All tickets will be entered into the draw. The precise odds of winning are therefore dependent on the number of purchased tickets. All entrants acknowledge that their payment for a raffle ticket does not guarantee that they will win any prize.
5. All entry sales are final and no refunds shall be made at any time. Full payment for each entry 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 a prize.
6. At least two people will witness the draw of a raffle on the date advertised. You do not need to be present at the draw to win a prize. However a list of winning numbers / entries will appear on our website www.pwh.org.uk or are available by phoning us on 01977 708868.
7. **Claiming a raffle prize:** The winners of raffle prizes will be notified by telephone, email or letter and may be asked to surrender their winning ticket before they can claim their prize. Stolen, torn, defaced or mutilated tickets may be deemed void. All prizes must be claimed within 28 days of the draw date. The Prince of Wales Hospice reserves the right in exceptional and unforeseen circumstances to substitute any of the non-cash prizes acquired for a raffle for a similar prize at The Prince of Wales Hospice's absolute discretion. Cash prizes will be paid by cheque, made payable to the name written on the address panel or raffle stub. Prize cheques will be sent within 21 days of receipt of claim, following validation testing.
8. All entrants are solely responsible for providing The Prince of Wales Hospice with their accurate and up-to-date contact details and The Prince of Wales 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 The Prince of Wales Hospice of the change.

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Version: 1.0	Status: Final
Author: Sharon Batty, Director of Income Generation & Marketing	Approval Date: 25 May 2023
Issue Date: May 2023	Review Date: May 2026

9. The Prince of Wales Hospice may occasionally wish to publicise wins and may contact any winner to ask them to take part in promotional activity, with the permission of the winner. If publicity is undertaken, The Prince of Wales Hospice reserves the right to use the winner's name and audio and/or visual recordings of them in the future if any publicity is carried out, unless prior notification is received.
10. The Prince of Wales Hospice shall not be liable to the entrant for any loss or damage suffered or arising from:
 - a. Any delays or failures in the postal service or other delivery methods used by The Prince of Wales Hospice or the member from time to time.
 - b. Any delays or failures in any software or other systems used by The Prince of Wales Hospice for the administration of the raffle.
 - c. Any delays or failures in the banking system used by The Prince of Wales Hospice.
 - d. Any refusal by The Prince of Wales Hospice to accept entry.
 - e. Any failure to enter a chance into the draw.
 - f. Any event beyond the reasonable control of The Prince of Wales Hospice.
11. The Prince of Wales Hospice shall not 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 and/or the chance of winning a prize).
12. Any complaints relating to Hospice raffles should be sent to the Hospice in writing, giving full details of the complaint and supporting documentation. The Prince of Wales Hospice has a documented complaints procedure which will be followed and you will receive a response in writing, which you may appeal. If a resolution cannot be reached, you can contact the Independent Betting Adjudication Service (www.ibas-uk.com) who will adjudicate on any dispute. The Hospice is covered by IBAS through its membership of the Hospice Lotteries Association.
13. The Prince of Wales Hospice is committed to protecting individuals' privacy. Data that is collected from individuals is used lawfully in accordance with data protection legislation and is used solely for the purpose of processing raffle and informing winners that they have won a prize, unless further permissions are given at the time of entry.
14. Any individual has the right to access the information held about them. To obtain this information, please contact The Prince of Wales Hospice in writing.
15. The Prince of Wales Hospice will not sell, rent or grant access of any personal data to any third party without express prior permission.
16. Lotteries are 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. A copy of The Prince of Wales Hospice's statement, *How we practice social responsibility in gambling*, is available on request.
17. Nothing within these terms and conditions shall create or should be construed as creating any form of contract between any entrant and The Prince of Wales Hospice.
18. The Prince of Wales Hospice reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these rules.
19. Each entrant should retain a copy of these Terms and Conditions for their reference.
20. A copy of these terms and conditions may be obtained by sending a stamped addressed envelope to The Prince of Wales Hospice at the address above.
21. The Laws of England and Wales shall govern the interpretation and/or enforcement of these Terms and Conditions and The Prince of Wales Hospice and all entrants hereby submit to the exclusive jurisdiction of the English courts.

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