



Terms & Conditions for the Rainbows Hospice for Children and Young People Lottery and Superdraw

This document sets out the rules for the weekly Rainbows Lottery and bi-annual Superdraw that we operate throughout the year. The Rainbows Lottery operates under the trading name of Cope Children's Trust licensed by The Gambling Commission under account number 8465.

All participants of these games must be aged 16 years of age or over and be a resident of Great Britain. Rainbows reserves the right to ask for proof of age of any player and claimant of a prize. If a player signs up and does not comply with this, then their purchase will not be processed and will be refunded.

To take part, players must agree to the terms and conditions for the relevant game. Any updates of the terms and conditions are published on our website as and when required and notification sent to the Gambling Commission as necessary.

Definitions

"Act" The Gambling Act 2005

"Lottery" The Rainbows Hospice for Children and Young People Lottery

"Draw" The process by which winners are selected

"Member" An individual who has registered with the Lottery

"Rules" The rules of the Rainbows Hospice for Children and Young People's Lottery as set out below and amended from time to time

"Chance" The entry into the Lottery

"Rainbows" Cope Children's Trust trading as Rainbows Hospice for Children and Young People

1.0 Rainbows Lottery

1.1 The Lottery will be operated as a subscription-based Society Lottery under the Gambling Act 2005 as amended and is licensed by The Gambling Commission.

1.2 The Lottery is promoted by the Promoters and conducted for the benefit of The Rainbows Hospice for Children and Young People.

1.3 The persons responsible for the promotion of the Lottery are Jane Burns, Director of Supporter Relations and Glyn Rees-Jones, Director of Business Resources.

1.4 By entering the Lottery, members agree to be bound by these rules and any subsequent amendments.

2.0 Entry into the Lottery

2.1 The Lottery is promoted in accordance with the Act, as amended, 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 and reside in Great Britain
- (b) You will not buy or claim to buy Lottery Chances on behalf of any other person.

2.2 If, upon winning any prize in the Lottery, you are not able to prove that you have met the Criteria above then you will not be entitled to receive that prize.

2.3 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.

2.4 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. Rainbows 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 Rainbows from time to time.

2.5 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.

2.6 The maximum number of entries an individual will be permitted to purchase in any one Draw is £20.

2.7 Any person who is a Rainbows Trustee, Director, or any employee directly involved in the management of the Rainbows Lottery, or a dependent, is therefore not permitted to enter any Draw.

3.0 Registration with the Lottery

3.1 You can only enter the Rainbows Lottery by the completion of an application form either online or by completing our lottery registration leaflet.

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 our terms and conditions.
- (c) The number of Chances in the Lottery you wish to purchase.

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
- (e) Verified payment method to purchase your Chances

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

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

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

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

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

4.0 Payment

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

- (a) Direct Debit – information required will include your bank details together with an instruction to make payments by Direct Debit
- (b) Cheque
- (c) Any other method made available by Rainbows from time to time
- (d) Please note – as of 14 April 2020, credit card payments will no longer be allowed to purchase gambling products remotely. Rainbows have made the decision to remove the facility to pay by credit card across all payment methods

4.2 Payment for Chances are made directly to Rainbows therefore:

- (a) Direct Debit payments will be referenced as Rainbows Hosp Lott on your bank statement
- (b) Cheques must be made payable to Rainbows Lottery

- (c) Any other method made available by Rainbows from time to time would also be referenced as or be payable to Rainbows on any appropriate documentation

5.0 Chances

5.1 The price for each Chance is £1.

5.2 For the draw on 19/11/2021 the odds of winning were 1 in 387, please note that the odds of winning will vary each week. We will make this information available on our promotional materials.

5.3 Your Chances and associated Game Number(s) will not be entered into the Draw unless Rainbows has received all amounts payable (cleared funds) relating to your Game Numbers by Rainbows of that week'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 Rainbows Lottery's bank accounts operate.

5.4 At least two draws per year will be automatically entered into the Rainbows Superdraw. All regular players with a valid entry in the weekly draw will receive an equivalent number in the Superdraw.

5.5 Direct Debit payments will be entered into the first available draw three 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 Rainbows in writing or by email (or via any other methods specified by Rainbows from time to time). Upon receipt of this notice Rainbows will:

- (a) Cancel future Direct Debit payments as soon as is reasonably practicable.
- (b) In accordance with the Act, 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 Rainbows may cancel your entry into the Lottery (in its absolute discretion) at any time. Rainbows 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, Rainbows 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 are kept in accounts separate from business accounts; and arrangements have been made to ensure assets in the customer accounts are distributed to customers in the event of insolvency. This meets the Gambling Commission's requirements for the segregation of customer funds at the level – medium protection. Future lottery entries paid to the Lottery are held in a separate designated bank account to maintain a separation from Rainbows own trading income. Funds are only released for the Charity's use once the draws have occurred.

6.0 Changes to Member Details

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

7.0 Draws

7.1 The Draw will be run at our Lottery management company offices to be held every Friday and the draw will close on 5pm the Thursday before the draw every week.

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.

8.0 Prizes

8.1 Prizes are issued as follows as at 14/01/22:

- (a) First Prize £1,000
- (b) Second Prize £250 (rollover prize, up to a maximum of £10,000)
- (c) Third Prize £50
- (d) And 5 runner-up prizes of £10

8.2 Rollover – our rollover prize starts at £250. If not won, it will be rolled over to the following week and will accumulate up to a maximum of £10,000. If the rollover reaches £10,000 there would be a guaranteed rollover winner in that week. The current rollover prize will be advertised on our website and has been registered with the Gambling Commission.

8.3 Rainbows reserves the right to amend the prizes at any time. Any such changes will be published on the Rainbows website at least one month prior to a change being made.

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

8.5 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 Rainbows from time to time.

8.6 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.

8.7 Rainbows 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.

8.8 If, upon winning any prize in the Lottery, you are not able to prove that you have met the criteria specified in the terms and conditions then you will not be entitled to receive that prize.

8.9 There are no alternatives to the prizes offered and no interest is payable.

8.10 Any unclaimed prizes will be re-credited to the Rainbows main account after a period of six months has elapsed.

8.11 Rainbows may contact winners from time to time to request consent in promotional activity. Rainbows will never use name, address details or images for promotional purposes unless consent has been given from the individual in question.

9.0 Suspension of the Lottery

9.1 Rainbows may (at its absolute discretion) suspend the Rainbows Lottery for any period of time.

During such period, Rainbows 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

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.

10.0 Self-Exclusion

10.1 Should you feel that you have issues with gambling and wish to be self-excluded from our lottery please phone our helpline number 0370 330 0219 and request a self-exclusion form.

10.2 There is a minimum period of six months self-exclusion.

10.3 We will not target you with any marketing material during the self-exclusion period and will remove your name and details from any marketing databases used by ourselves.

10.4 You will need to contact us after your period of self-exclusion to re-instate your membership of the lottery. At which point you will be given a 24-hour cooling off period before your membership is reactivated.

10.5 If you need to talk to someone about problem gambling then please contact Gamble Aware. Gamble Aware is a registered charity that provides confidential telephone support and counselling to anyone who is affected by problem gambling. Gamble Aware can be contacted on 0808 8020 133 (free phone number).

11.0 Liability

11.1 Rainbows 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 Rainbows or you from time to time

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

11.2 Rainbows 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 the Lottery and/or the chance of winning a prize).

12.0 Complaints

12.1 Any complaints relating to the Lottery should be sent in writing to Jennifer Varnam, Rainbows Hospice for Children and Young People, Lark Rise, Loughborough, LE11 2HS giving full details of the complaint and supporting documentation.

12.2 The Promoter's decisions made pursuant to the Rules shall be final and binding.

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

13.0 Proper Law and Jurisdiction

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

14.0 The Rainbows Superdraw

14.1 Rainbows Hospice for Children and Young People run Superdraws. The Superdraws are managed by the external lottery management company (Sterling Management Centre Limited).

14.2 All proceeds from the Rainbows Superdraw go directly towards funding the services provided by Rainbows.

14.3 The cost of entry into the draw is £1.

14.4 Rainbows will state clearly the closing date and draw date on all marketing materials, tickets and on our website.

14.5 Any tickets and payments returned after the closing date will be treated as a donation.

14.6 The prize funds for the Superdraw are as follows:

1st prize - £3,000

2nd prize – £250

3rd prize £100, plus 5 runner-up prizes of £50

14.7 In addition, an early response draw for tickets received within 14 days of mailing will be held with the possibility of winning a £50 gift card. These prizes may be reviewed or changed for future draws.

14.8 We promise to comply with all Data Protection Act requirements and protect your personal data. Please note that Rainbows will not accept liability for the loss, theft or delay in any communication sent by post or email, or for any delays in the bank system.

14.9 Prize winners are notified by post and receive their winners' cheque within 7 days of the draw taking place. Winning numbers are published on the Rainbows website www.rainbows.co.uk.

14.10 We reserve the right to refuse any application for tickets. Any such rejection or cancellation may be reconsidered on submission of a written appeal to the Lottery Coordinator within seven days. The decision of the Lottery Coordinator will be final.

14.11 It is the responsibility of the purchaser to advise any change of address, or any other change of contact details deemed necessary.

14.12 An instruction to be self-excluded, as defined in the Gambling Act 2005, from Rainbows Lottery, or any other Rainbows Prize Draw, may be submitted in writing, emailed or telephoned to the Rainbows Lottery office.

14.13 All participants wishing to enter the Rainbows Superdraw must be aged 16 years of age or over and a resident of Great Britain. Rainbows reserves the right to ask for proof of age of any player and claimant of a prize. If a player signs up and does not comply with this, then their purchase will not be processed and will be refunded.

14.14 If any purchaser of raffle tickets is subsequently found to be less than 16 years of age, any monies already paid will be returned and every effort made to retrieve any winnings.

14.15 The standard Rainbows Lottery Terms and Conditions also apply to the Superdraw, excluding lottery ticket purchasing restrictions in that individuals may purchase up to £100 worth of tickets. To view these Terms and Conditions please go to www.rainbows.co.uk/lottery.

14.16 Any complaint relating to the operation of the raffle should be sent in writing in the first instance to Jennifer Varnam, Rainbows Hospice for Children and Young People, Lark Rise, Leicestershire LE11 2HS. In the event that a complaint or dispute remains unresolved it will be referred to arbitration via the Independent Betting Adjudication Service (IBAS).

14.17 Rainbows Hospice for Children and Young People reserves the right to amend or modify these Terms and Conditions without notice. Members may obtain a copy of these Terms and Conditions in writing by sending a stamped addressed envelope to the address above or by visiting the Rainbows website: www.rainbows.co.uk

15.0 Contact Address


15.1 All correspondence should be sent to the following address:

Jennifer Varnam
Rainbows Hospice for Children and Young People
Lark Rise
Loughborough
Leicestershire
LE11 2HS
Email: lottery@rainbows.co.uk

16.0 Data Protection

Rainbows is committed to protecting your privacy. Data that we collect from you is used lawfully in accordance with the General Data Protection Regulations 2018 and the Data Protection Act 2018 and is used solely for the purpose of processing your purchase of Lottery Chances, subsequent entry into the Lottery, and informing you if you have won a prize.

The support you give to Rainbows Hospice by participating in these games really makes a difference and we'd like to keep you updated with our news, activities and appeals. We'll use the details you give to us on your lottery application, raffle entry form, raffle ticket to send this to you by post, phone and/or email (if opted in).

A copy of Rainbows privacy policy is available to view here [Privacy policy | Rainbows Hospice for Children and Young People](#) 

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

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

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

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.