

Terms & Conditions for the Rainbows Lottery and Superdraw

These Rules refer to the “Rainbows Lottery” and are subject to change from time to time.

These Rules, together with any specific terms or conditions as relevant to the Rainbows Lottery (whether displayed in promotional materials or otherwise) apply to all Members in the Lottery. By entering the Lottery, Members agree to be bound by these Rules, the privacy policy and, where applicable, the social responsibility policy, each of which can be found at <https://www.rainbows.co.uk/fundraise/lottery>.

Each Member should retain a copy of these Rules for their reference. If a Member does not agree to comply with these rules, policies, or procedures then they should not enter the Lottery.

1. Introduction

- 1.1. The Lottery will be operated as a subscription-based Large Society Lottery under the Gambling Act 2005.
- 1.2. Cope Children’s Trust is licensed and regulated in Great Britain by the Gambling Commission under account number 8465 <https://www.gamblingcommission.gov.uk/public-register/business/detail/8465>
- 1.3. The Lottery is promoted by the Promoters and conducted for the benefit of Rainbows Hospice for Children and Young People.
- 1.4. The persons responsible for the promotion of the Lottery are Sally Benton, Director of Income Generation and Marketing and Josie Lee, Finance Director at Rainbows Hospice, Lark Rise, Loughborough, Leicestershire, LE11 2HS.
- 1.5. The Lottery is managed by Sterling Management Centre Limited, an External Lottery Manager licensed and regulated in Great Britain by the Gambling Commission under account number 3137.
- 1.6. All Members in the Lottery must be aged 18 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 entries will not be processed and will be refunded.
- 1.7. Any amendments the Rules are published on our website 6 weeks prior to the changes coming into effect, and a copy will be lodged with the Gambling Commission as necessary. Rainbows reserves the right to amend the terms and conditions at any time.

Definitions

“Act”	The Gambling Act 2005
“Chance”	The entry into the Lottery
“Draw”	The process by which winners are selected
“Game Number”	The six digit number unique to each Member and to each Chance that is entered in the Draw
“Lottery”	The Rainbows Lottery
“Member”	An individual who has registered with the Lottery
“Prize”	A prize awarded pursuant to the Lottery
“Promoter”	Sally Benton, Director of Income Generation and Marketing and Josie Lee, Director of Finance
“Rules”	The rules of the Rainbows Lottery as set out below and amended from time to time

2. 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 you are at least 18 years of age and reside in Great Britain.
- 2.2. If, upon winning any Prize in the Lottery, you are not able to prove that you have met the criteria in 2.1 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 thereunder 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. Members 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 www.gambleaware.org.
- 2.6. The maximum number of entries any individual Member will be permitted to purchase in any one Draw is 20.
- 2.7. Any person who is a Trustee, Director or employee directly involved in the management of the Rainbows Lottery, or an employee of our External Lottery Manager is not permitted to enter the Lottery.

3. Registration with the Lottery

- 3.1. You can enter the Rainbows Lottery by the completion of an application form either online at <https://www.rainbows.co.uk/fundraise/lottery> or via one of our face-to-face canvassers or by completing our Lottery registration leaflet.
- 3.2. Registration will require you to provide the following information:
 - 3.2.1. Your name and address, so that we can write to you and confirm your entry into the Lottery and contact you if you have won a Prize.
 - 3.2.2. Confirmation that you are over the age of 18 in order to ensure compliance with the Rules.
 - 3.2.3. The number of Chances in the Lottery you wish to purchase.
- 3.3. You will also be asked to provide the following information:
 - 3.3.1. Your contact telephone number
 - 3.3.2. Your date of birth
 - 3.3.3. Your mobile phone number
 - 3.3.4. Your email address
 - 3.3.5. Your residential address
 - 3.3.6. Verified payment method to purchase your Chances
- 3.4. 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.
- 3.5. Following registration, Rainbows will send you confirmation of your entry. If you have chosen to pay by Direct Debit you will receive an Advance Notice Letter. The confirmation will specify your Lottery Number and the date of the first Draw into which you will be entered. It will also confirm your name, address and any other details provided by you to Rainbows as part of your registration.
- 3.6. It is the Member's responsibility to ensure that the personal information Rainbows has on record is accurate.
- 3.7. If a Member discovers 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 (refer to contact details at the bottom of the Rules) or by email lottery@rainbows.co.uk. Rainbows will make 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 a Member until such correction has been made. Any correction notified to Rainbows shall only become effective once the correction has been made.
- 3.8. Each Rainbows Lottery number is unique. A randomly selected Lottery number will be issued to you in your confirmation of entry. You may subsequently request an alternate randomly selected Lottery number. We regret that we are unable to issue specifically requested Lottery numbers.

4. Payment

- 4.1. Payment for Chances may be made by the following methods:
 - 4.1.1. Direct Debit – information required will include your bank account details together with a completed Direct Debit mandate
 - 4.1.2. Cheque- made out to Rainbows Lottery
 - 4.1.3. Cash or Debit Card – for single entry chances on

- 4.1.4. Any other method of payment made available by Rainbows from time to time
- 4.2. **Credit cards are not an accepted form of payment for remote entries.**
- 4.3. Payment for Chances are made directly to Rainbows, therefore:
 - 4.3.1. Direct Debit payments will be referenced as Rainbows Hosp Lott on your bank statements
 - 4.3.2. Cheques must be made payable to Rainbows Lottery.
 - 4.3.3. 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. Chances

- 5.1. The price for each Chance is £1
- 5.2. 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 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.
- 5.3. Direct Debit payments will be entered into the first available Draw three working days after the collection has been made from a Member's bank account. You will be notified of your first Draw date in writing.
- 5.4. You may cancel your entry into the Lottery by notifying Rainbows in writing (refer to contact details at the bottom of the Rules) or by email lottery@rainbows.co.uk. Upon receipt of your cancellation request Rainbows will cancel future Direct Debit payments as soon as reasonably practicable.
- 5.5. 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 of your Chances into future Draws until there are insufficient funds to enter into future Draws.
- 5.6. Any funds under the amount of £1 left in your Lottery account following cancellation will be gratefully treated as a donation to Rainbows Hospice for Children and Young People.
- 5.7. Rainbows may cancel a Member's entry into the Lottery (in its absolute discretion) at any time. Rainbows will notify the Member accordingly as soon as reasonably practicable and will reimburse the Member for any amounts paid but have not been entered into a Draw. 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. We are required by our Gambling Commission licence(s) to inform Members about what happens to funds which we hold on account for you in the event of insolvency. We hold customer funds separate from company funds. These funds are not protected in the event of insolvency: not protected segregation. For more information, please see the customer funds insolvency ratings system.

6. Single Entry Chances

- 6.1. Single Entry Chances give the purchaser a single Chance to be entered into the next available Draw only.

Each Single Entry Chance consists of a randomly generated unique game number which is entered into the next Draw in the same way as subscription Chances.
- 6.2. For single entry chances, the maximum number of entries an individual is permitted to purchase will be 20 tickets per draw.
- 6.3. Tickets bought in Rainbows shops will be provided in the form of a till receipt at the point of purchase. It is the Player's responsibility to check at the point of purchase that the information on the ticket is readable and to request a replacement if it is not. The Player is required to keep tickets safe and in good condition. Rainbows cannot reissue tickets once the Player has left the till. Players will be required to present their ticket at the till of any participating Rainbows shop to claim their prize or by filling out the claim form online.

- 6.4. In exceptional circumstances, where you have a valid reason for purchasing a greater number of chances (such as to use as wedding favours or similar gifts) the Promoter may in its absolute discretion agree to increase the maximum number of tickets. Any request to purchase more than 20 Single Entry Chances should be referred to the relevant Rainbows shop manager.
- 6.5. Players purchasing Single Entry Chances can check if they have won a prize by entering their ticket number into our claim form on our website. Rainbows will use this information provided to validate the claim, contact winners and award prizes. Claims must be received within 90 days of the draw. Any prizes not claimed within this timeframe will be gratefully accepted as a donation to Rainbows.

7. Changes to Member details

- 7.1. Any changes to your details as provided by you upon registration must be notified to Rainbows in writing (refer to contact details at the bottom of the Rules) or by email lottery@rainbows.co.uk. Changes to the bank or building society specified during registration will require the completion of a new Direct Debit mandate. Further information regarding this can be obtained from Rainbows upon request.

8. Draws

- 8.1. The Draws are run by our External Lottery Manager, Sterling Management Centre Limited at their offices.
- 8.2. The Draws are run using a random number generator that has been certified by a Gambling Commission approved test house.
- 8.3. Draws are held every Friday (except on English bank holidays, where the Draw takes place on the next most convenient day).
- 8.4. In order to comply with the Act only those Chances for which payment has been received will be entered into the Draw.

9. Prizes

- 9.1. Prizes are issued as follows:

First Prize £1,000

Second Prize £250 (rollover prize, up to a maximum of £10,000)

Third Prize £25

Fourth Prize 2 x £10

And 11 runner-up prizes of £5

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. Entry into our lottery typically takes between 4-6 weeks, from the point of sign up to being entered into the draw. This also applies to rollover entries as it forms part of our weekly prize so could be won at any given point. On the week of the Superdraw, the rollover prize is not included. Instead, it is a fixed amount of £250 which is guaranteed to be won. The rollover will continue to accumulate the week after the Superdraw takes place.

- 9.2. Rainbows reserves the right to amend the prizes at any time. Any such changes will be published on our website <https://www.rainbows.co.uk/fundraise/lottery> at least one month prior to a change being made.
- 9.3. Each Game Number shall only be eligible to win one prize in any given Draw.
- 9.4. The results of the 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.
- 9.5. Winners will be notified by letter within 1 week. Such notification will include a cheque made payable to the Member.
- 9.6. Rainbows reserves the right to withhold any prize until it is entirely satisfied that the Member has complied with the Rules.

- 9.7. If, upon winning any prize in the Lottery, a Member is not able to prove that they have met the criteria specified in the terms and conditions then they will not be entitled to receive that prize.
- 9.8. There are no alternatives to the prizes offered and no interest is payable.
- 9.9. Any unclaimed prizes will be credited to Rainbows main bank account after a period of six months has elapsed and treated as a donation.
- 9.10. Rainbows may contact winners from time to time to request consent in promotional activity. Rainbows will never use a Member's name, address details or images for promotional purposes unless consent has been granted from the Member.

10. Suspension of the Lottery

- 10.1. Rainbows may at its absolute discretion suspend the Lottery for any period. During such period Rainbows shall:
 - 10.1.1. Suspend Direct Debit payments from the Members' bank or building society as soon as reasonably practicable, and;
 - 10.1.2. Retain any amounts which were paid prior to such suspension taking effect that have not been used to pay for Chances in previous Draws.
- 10.2. Members will be notified of further details regarding the resumption of the Lottery or otherwise as soon as reasonably practicable after the date of the suspension in writing.

11. Self-Exclusion

- 11.1. Should you feel that you have issues with gambling and would like to be self-excluded from our Lottery please call our helpline on 0370 330 0219.
- 11.2. There is a minimum period of six months for self-exclusion.
- 11.3. We will not target you with any marketing material relating to our Lottery during the period of self-exclusion and will remove your contact details from our Lottery marketing database.
- 11.4. If you would like to end your self-exclusion you will need to contact us to re-instate your membership of the Lottery. You will be given a 24-hour cooling off period before your membership is reactivated.
- 11.5. 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).

12. Liability

- 12.1. Rainbows shall not be liable to you for any loss or damage suffered by you arising from:-
 - 12.1.1. Any delays or failures in any systems used by Rainbows or you to transmit emails
 - 12.1.2. Any failure in the software or other systems used by Rainbows or you for the administration of the Lottery
 - 12.1.3. Any delays or failures in the banking system used by Rainbows or you
 - 12.1.4. Any refusal by Rainbows to accept registration of an individual as a Member or the cancellation of a Member by Rainbows
 - 12.1.5. Any failure to enter your Chance(s) into the Draw(s)
 - 12.1.6. Any event beyond the reasonable control of Rainbows
- 12.2. Rainbows and Sterling Management Centre Limited 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).

13. Complaints

- 13.1. Every complaint will be taken seriously and be fully considered by Rainbows in order that a satisfactory resolution can be achieved. Any complaints relating to the Lottery should be sent in writing to Rainbows

Hospice for Children and Young People for the attention of Jennifer Varnam, Lark Rise, Loughborough, Leicestershire, LE11 2HS.

- 13.2. We will acknowledge your complaint and provide an initial response within 10 working days of receipt. Whilst we expect to be able to resolve most complaints within this timeframe, if we need to conduct a more detailed investigation, we will aim to provide you with a full response within 20 working days. If we are unable to meet that deadline due to exceptional circumstances, we will of course let you know.
- 13.3. If a satisfactory resolution cannot be reached within eight weeks of receiving your complaint, and in line with Gambling Commission regulations, the matter can be referred to an alternative dispute resolution (ADR) entity. We use IBAS (Independent Betting Adjudication Service) for this purpose (www.ibas-uk.com). IBAS acts as an impartial dispute resolution service between gambling operators and their customers.

Independent Betting Adjudication Service

PO Box 62639

LONDON

EC3P 3AS

Telephone: 0207 347 5883

E-mail: adjudication@ibas-uk.co.uk

The outcome of IBAS dispute resolution will be reported to the Gambling Commission.

- 13.4. The Promoter's decisions made pursuant to the Rules shall be final and binding.
- 13.5. Save where the Rules expressly provide otherwise, the Promoter shall not be obliged to enter into any correspondence.

14. Proper Law and Jurisdiction

- 14.1. 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.

15. Contact Address

- 15.1. All correspondence should be sent to the following address *Rainbows Hospice for Children and Young People, Lark Rise, Loughborough, Leicestershire, LE11 2HS.*

16. Data Protection

- 16.1. 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 by participating in the Lottery 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 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 <https://www.rainbows.co.uk/privacy-policy>.

17. Rainbows Superdraw

- 16.1. Rainbows Hospice for Children and Young People run Superdraws. The Superdraws are managed by the external lottery management company (Sterling Management Centre Limited).
- 16.2. All proceeds from the Rainbows Superdraw go directly towards funding the services provided by Rainbows.
- 16.3. The cost of entry into the draw is £1.
- 16.4. Rainbows will state clearly the closing date and draw date on all marketing materials, tickets and on our website.

- 16.5. Any tickets and payments returned after the closing date will be treated as a donation.
- 16.6. The prize funds for the Superdraw are as follows:
- 1st prize - £3,000 or a holiday prize alternative with Riviera Travel
- 2nd prize – £250
- 3rd prize £100, plus 5 runner-up prizes of £50
- Please note - These prizes may be reviewed or changed for future draws
- 16.7. 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.
- 16.8. 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.
- 16.9. 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.
- 16.10. It is the responsibility of the purchaser to advise any change of address, or any other change of contact details deemed necessary.
- 16.11. 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.
- 16.12. All participants wishing to enter the Rainbows Superdraw must be aged 18 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.
- 16.13. If any purchaser of raffle tickets is subsequently found to be less than 18 years of age, any monies already paid will be returned and every effort made to retrieve any winnings.
- 16.14. 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.
- 16.15. 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).
- 16.16. Rainbows Hospice for Children and Young People reserve 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