

## • **Overgate Lottery: Full Terms and Conditions:**

- These Terms and Conditions are the Lottery Rules. By entering the lottery, entrants agree to be bound by these rules.
- This lottery is being promoted by and on behalf of Overgate Hospice.
- For the purpose of the Gambling Act 2005, this lottery is defined as a 'Society Lottery.'
- This lottery is licensed by Calderdale council.
- To enter the lottery, you must be a UK resident aged 16 (sixteen) or over.
- There will be 9 weekly winners and £1,000 cash prizes although additional prizes could be offered from time to time.
- All tickets shall be priced at £1.
- All lottery entry sales are final and no refunds shall be made at any time. All entrants acknowledge that their payment of £1 per ticket to enter the lottery does not guarantee that they will win any prize.
- The draw for the prizes will be made at our lottery management company's premises to be held once weekly. You do not need to be present at the draw to win the lottery.
- If a cash prize is awarded, this will be made by cheque in the name of the entrant only.
- Full payment for each ticket 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 is eligible to win the prize.
- The winners of the lottery prizes will be notified by letter.
- All entrants are solely responsible for providing us with their accurate and up-to-date contact details and Overgate 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 us of the change.
- By accepting the prize, the winner agrees to take part in promotional activity and Overgate reserves the right to use the name and address of the winner, their photograph and audio and/or visual recordings of them in any publicity unless prior notification has been received.
- Each game number is unique. A randomly selected game number will be issued with the confirmation of entry. Any member may subsequently request an alternative game number if they wish at any time and this will be issued providing that it has not already been allocated to an existing member.
- Lottery membership can be cancelled at any time by notifying Overgate or Sterling in writing, by phone or via e-mail.
- Overgate shall not be liable to the member for any loss or damage suffered or arising from:-
- any delays or failures in the postal service or other delivery methods used by Overgate,
- any delays or failures in any software or other systems used by Overgate and Sterling for the administration of the lottery.
- any delays or failures in the Banking system used by Overgate or the lottery member.
- any refusal by Overgate to accept registration of an individual as a member or the cancellation of a member.
- any failure to enter a chance into the draw.
- any event beyond the reasonable control of Overgate
- Nothing within these terms and conditions shall create or should be construed as creating any form of contract between any entrant and .....
- Any complaints relating to the lottery should be sent in writing to Lauren Ingram, Overgate Hospice, 30 Hullen Edge Road, Elland, giving full details of the complaint and supporting documentation.
- Overgate is committed to protecting the members privacy. Data that is collected from the member is used lawfully in accordance with the Data Protection Act 1998 and is used solely for the purpose of processing lottery chances, subsequent entry into the lottery draw, and informing winners that they have won a prize.
- Any member has the right to access the information held about them. To obtain this information, please contact Lauren Ingram in writing.
- Overgate will not sell, rent or grant access of any personal data to any third party without express prior permission.

- In the event of any dispute regarding the rules, the decision of Jenni Feather shall be final and no correspondence or discussion shall be entered into.
- Overgate reserves the right to amend these rules at any time. If we do this, we will publish the amended rules.
- Overgate reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these rules.
- The Overgate member of staff responsible for the promotion of the lottery is Lauren Ingram.
- Each entrant should retain a copy of these Terms and Conditions for their reference.
- This lottery is a form of gambling. Participants are encouraged to gamble sensibly.
- A copy of these rules may be obtained by sending a stamped addressed envelope to Overgate Hospice.
- 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.